

General Delivery and Payment Terms

**Lütze Transportation GmbH, Bruckwiesenstrasse 17-19, D-71384 Weinstadt
October 2024**

Terms & Conditions of Business

Deliveries are made in accordance with the General Terms and Conditions for Deliveries of Products and Services of the electrical industry, in the version applicable at the time of the order (ZVEI – Green delivery conditions). These are available to download under <https://www.luetze-transportation.com/general-terms> and will be sent at any time on request.

In addition to the ZVEI Green delivery conditions, the following applies:

Offers and orders

Our offers are subject to change and non-binding, unless they are marked as binding in individual cases or contain a specific acceptance period. Orders placed by the buyer shall become binding upon our confirmation. Subsequent changes are only possible with our consent.

Prices

Our prices are non-binding and subject to the applicable statutory sales tax (value-added tax) and any applicable surcharges. All previous prices and discounts become invalid upon publication of a new price or discount list.

Surcharges

Copper

The Copper basis 150.00 Euro per 100 kg. Billing is based on the daily LME stock exchange listing, which is fixed in tons and US-\$ on each trading day. The conversion into kg and € takes place daily based on BFIX Frankfurt. For the cathode premium, we will use the usual market surcharges until further notice. An additional 1.0 % purchase and procurement costs will be charged.

Low Value Surcharge

For a net order value of less than Euro 150.00, we charge a low value surcharge of 15.00 Euro for deliveries within Germany. The minimum order value for deliveries abroad is 150 Euro. In the case of a low order net value, a minimum value surcharge

totaling the difference to the minimum order value will be billed.

Payment and delivery terms domestic

Our terms of payment are 30 days net. For domestic shipments we generally deliver CPT destination goods recipient, excluding packaging and invoice the freight cost to the buyer.

For optimal planning, we specify an expected delivery date. If this is marked as a fixed deadline or fixed date on the basis of an agreement with the customer, deviations are not permitted. Otherwise, this is the expected date, which may vary slightly in exceptional cases. If shipping has been agreed, the date shall refer to the time of handover to the third party commissioned with transportation (forwarding agent, carrier).

Shipment within Germany is carried out by a carrier of our choice, unless otherwise agreed.

Payment and delivery terms abroad

Our terms of payment are for new customers are payment in advance.

For deliveries abroad, we generally deliver CPT destination goods recipient, excluding packaging, and invoice the freight costs to the buyer.

The customer is responsible for checking whether the supplied goods are subject to any restrictions according to the Foreign Trade Act (Außenwirtschaftsgesetz) of the Federal Republic of Germany, the EU, the USA, or the DUAL-USE Directive.

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Exclusion clause export inspection

It is expressly agreed that the legally binding conclusion of a contract is subject to the condition precedent that the Federal Office of Economics and Export Control (BAFA), Frankfurter Straße 29-35, 65760 Eschborn, Germany, grants any necessary approval for the sale, delivery, onward transfer and/or export of the products to an embargoed country.

Individual software

We shall grant the buyer an exclusive right of use to individual software and individual firmware completed specifically for the buyer in accordance with the service description as soon as the buyer has paid the full invoice amount for these work results. The right of use includes the full use and processing of the work results in the object and in the source code.

The buyer grants us a non-exclusive right of use for the use and processing of these work results.

For all pre-existing parts that we or a third party have developed independently of this contract, only simple rights of use are granted insofar as this is necessary for the use of the work results.

Compliance with re-export requirements

- a) The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Republic of Belarus or for use in the Russian Federation or Republic of Belarus any goods supplied under or in connection with these General Delivery and Payment Terms that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Art. 8g of Council Regulation (EU) 765/2006.
- b) If we grant a license or other right to use our goods or the software contained therein (or transfer this in any other way), this right does not include the Russian Federation or the Republic of Belarus and may not be used or utilized there. The customer must pass on this obligation in full in the event of sublicensing.
- c) The customer shall undertake its best efforts to ensure that the purpose of lit. a) and b) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

- d) The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of lit. a) and b).
- e) Any violation of lit. a), b), c) or d) shall constitute a material breach of an essential element of the contract ("*wichtiger Grund*"), and without limitation to our other rights, we shall be entitled to seek appropriate remedies, including, but not limited to:
 - (1) terminate this or any other contracts associated with these General Delivery and Payment Terms or the business relationship, as well as terminate the business relationship with the customer as a whole; and
 - (2) to demand a contractual penalty in the amount of 5 % of the net price of the goods exported in breach of contract or of the total value of the Contract, whichever amount is higher. The right to claim higher damages remains unaffected.
- f) The customer shall immediately inform us about any problems in applying lit. a), b), c) or d), including any relevant activities by third parties that could frustrate the purpose of lit. a) and b). The customer shall make available to us information concerning compliance with the obligations under lit. a), b), c) or d) within two weeks of the simple request of such information.

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