

## GENERAL TERMS OF SALE AND SUPPLY

### 1. SCOPE OF APPLICATION

1.1 All our sales, supplies and other services (hereinafter referred to as "Supplies") are based on these General Terms of Sale and Supply. By accepting them without objection, the Customer agrees to their unopposed application to each delivery and to all successive transactions. We do not accept any conflicting or deviating terms and conditions of the Customer, unless we consent to their applicability explicitly and in writing. The General Terms of Sale and Supply shall also apply if we execute deliveries without reservation, even if we are aware of conflicting or deviating terms and conditions of the Customer.

1.2 We reserve the right to amend our General Terms of Sale and Supply if circumstances change. The Customer will be deemed to agree to the applicability of the amended terms and conditions, unless the Customer objects to them in writing within one week after their receipt, provided that we explicitly advised the Customer of the effect of the Customer's silence when we announced the amended terms and conditions.

### 2. OFFER, PRODUCT INFORMATION, CONSULTANCY AND SUPPORT SERVICES, WARRANTIES, CONCLUSION OF CONTRACT

2.1 Any information and data contained in data sheets, product specifications, product descriptions, brochures and advertising materials is for guidance purposes and shall only become a binding part of the contract if we expressly consent to writing.

2.2 Statements of quality and condition shall only be deemed to be warranties if they are expressly designated as such. The same shall apply to the assumption of procurement risks.

2.3 Unless we provide separately invoiced advice and support in relation to the properties and our product's processing properties of our products, including drawings, calculations and lists of materials, it will remain the sole responsibility of the Customer to ascertain the accuracy and completeness of our products and to use them safely, appropriately and faultlessly.

2.4 It is the Customer's sole responsibility to obtain any permits and/or authorisations that may be required, as well as to comply with and continue to comply with any conditions existing under public and administrative law.

2.5 Our non-binding quotations are established on the basis of information or planning documents provided and are valid for a maximum of 30 days. The contract will only come into force if we confirm the order in writing and when all permits and/or authorisations that may be required (in particular import and export licences) have been granted, no sanctions against the customer himself or his shareholders have been imposed and if sufficient credit insurance and other payment guarantees which may have been agreed upon (e.g. letter of credit) are established (proof required). Our quotations shall no longer apply if details, dimensions or plans are revised subsequently. The quoted materials are explicitly subject to the usual works tolerances in terms of dimensions, weights, rigidity and properties, as well as any potential dimensional and deformation tolerances resulting from rolling or other material processing. Otherwise, our current technical documentation is definitive. Unless otherwise agreed in writing, the quoted prices and terms are only valid if raw material costs remain unchanged. Raw material price increases occurring prior to the placing of the final order will be invoiced separately.

2.6 The Customer has to check our order confirmations thoroughly, in particular with regard to profile types, material thicknesses, material types, coating quality, coating side, colour, dimensions and quantities. Any discrepancies must be reported to us at the latest 24 hours following receipt by us of the order confirmation. After this period has expired, we are authorized to produce and invoice for ordered goods as per the order confirmation.

2.7 Any change requests received after the contract has been signed can only be considered if we can agree to them, depending on the progress of preparatory work. Any cost and delivery delays resulting from such subsequent change requests will be borne by the customer.

### 3. QUALITY, QUANTITY, DELIVERY, PASSING OF RISK, GLOBAL ORDERS

3.1 Except where otherwise agreed, the relevant DIN Standards shall apply. Tolerances are subject to the guidelines as per EPAQ (European Association for Panels and Profiles), MONTALINE® products are subject to our internal works tolerances. As for the rest, our goods shall be delivered in commercial quality and design, taking into account commer-

cial tolerances as to the measurements, weights and quality that are inherent to the manufacturing process. Additional and replacement deliveries may display colour deviations. These are also subject to the applicable standards and tolerances. References to technical standards, material data sheets or factory tests shall not constitute any warranty as to product conditions as per German Civil Code. Statements made by us, our agents or any manufacturer or manufacturer's agent, in particular those made in advertising materials or on websites, regarding the properties and conditions of our goods shall only entitle the Customer to make claims regarding defects where they have explicitly been made an integral part of an agreement on properties and conditions or the contract.

3.2 The rates determined by us prior to preparation for shipping shall be definitive for the quantities, weights and measures of the delivery.

3.3 Except otherwise agreed, we can deliver up to 3% more or less than the quantity or number of items ordered, provided that this is due to reasons inherent in the manufacturing or processing procedures.

3.4 Partial delivery and performance shall be permitted to the extent they are reasonable for the Customer.

3.5 Generally ordered goods must be collected at our Villmergen site (FCA as per Incoterms 2010). Any delivery is subject to agreement and limited to the following countries: Switzerland, Germany, France, Italy, Austria, Netherlands, Belgium and Luxembourg. Such deliveries are made DAP as per Incoterms 2010. Deliveries to Germany are made duty and tax paid; deliveries to other countries are made duty paid, untaxed.

3.6 The goods are carefully packaged by us. Any transport damages shall be borne by the carriers involved. Any special requirements concerning dispatch and packaging must be notified to us. The customer shall bear any cost resulting from such special requirements. To ensure safety and avoid damage, we are free to determine the loading order at our discretion.

3.7 The risk shall pass to the Customer on hand-over to the forwarder or other carrier. The forwarder or carrier has to observe all the safety instructions. Where we have not received instructions from the Customer, we shall be responsible for selecting an appropriate carrier. The risk shall also pass to the Customer if goods are stored with us at the Customer's request. If the goods are shipped, these must be checked for completeness and integrity by the customer or an authorized third party immediately after take-over. If defects are determined, the carrier must draw up a report of the facts. Any defects which are not visible from the outside must be reported to the carrier and to us in writing immediately after their identification, however at the latest 8 days following delivery and in any case prior to the processing, installation or other use of the goods. Any notice of defect does not release the customer from the obligation to make payment in time and does not give them the right to reduce the amount payable. Damaged goods must be put at our disposal. Returns require our prior explicit consent. Returns shall be made, in the original packaging or an equivalent suitable packaging, carriage paid. On the construction site and within the Customer's own premises, the Customer must make sure that the goods are unloaded and stored properly and safely.

3.8 Our obligation to deliver and provide services shall be subject to having received our own supplier's delivery properly and when due.

3.9 Statements as to delivery and performance dates shall be deemed to be estimates only, except where otherwise agreed between the parties. In the event of estimated delivery and performance deadlines, the Customer can claim the due date of our delivery no sooner than one month following the expiry of the estimated deadline and, where applicable, the extended estimated deadline pursuant to clause 3.11. In the event of estimated delivery deadlines, the Customer shall accept the goods within a period of two weeks following notification that the goods are ready for taking delivery or shipment.

3.10 Delivery timeframes shall commence when the order confirmation is sent, but not before the Customer has delivered all the necessary documents, permits and clearances and has resolved all technical issues.

3.11 We expressly reserve the right to modify delivery times in the case of instances of force majeure, natural disasters, serious operational hindrances, scarcity of raw materials (i.e. as a result of delayed steel and aluminium deliveries), strikes, lockouts, and any other unforeseeable circumstances that make it substantially difficult or impossible for us to deliver. If any of the circumstances arise, we are released from our obligation to comply with the agreed delivery periods and deadlines. The Customer is entitled to claim compensation for the damages caused by delay only if the delay can be proved to have been our sole

responsibility and the Customer has actually incurred loss as the result of such delay. The Customer is obliged to take measures to mitigate the loss as much as possible. If the Customer is provided substitute delivery, this shall cancel out any claims they might have to compensation for the damages caused by delay. The CMR freight regulations for delayed deliveries also apply. The compensation for delay amounts to maximum 1/2% per calendar week of delay, but no more than a total of 5%, calculated on the basis of the contractual price of the delayed part of the delivery. No compensation for delay may be claimed for the first two weeks of the delay. On reaching the maximum amount of the compensation for delay, the Customer must set us a reasonable postponed delivery deadline in writing. If this postponed deadline is not complied with for reasons we are responsible for, the Customer shall be entitled to refuse acceptance of the delayed part of the delivery. If partial acceptance is not reasonable for economic reasons, the Customer shall be entitled to withdraw from the contract and request a refund of any payments already made, provided any deliveries made are returned to us. The Customer shall have no rights or claims in respect of delayed delivery beyond those expressly conferred in this clause. This limitation does not apply in cases of malicious intent or gross negligence, but it does include cases of malicious intent or gross negligence on the part of auxiliary persons.

3.12 If the Customer does not take delivery or call off the goods on time, we may claim compensation for the additional cost incurred and may store the goods at the Customer's cost and risk, notwithstanding our performance claim and any further rights and remedies. If the time of production is changed at the Customer's request, clause 4.1 shall apply with regard to the price.

3.13 The Incoterms in force at the time of entering into the contract shall apply, provided these General Terms of Sale and Supply do not contain differing regulations.

3.14 It is the Customer's responsibility to insure the goods against any kind of damage. Even if we have to take out the insurance, the premium shall be at the Customer's expense.

3.15 For mail deliveries, the complete postage plus any express surcharge will be charged.

3.16 Global orders are subject to the following specific provisions:

- Global orders are binding.
- Quantities which must be purchased within the terms and conditions of global orders are +/- 5 % of the total quantity as defined in the global order for our standard material and + 0%/- 5% for special materials. The customer must consider during planning any quantities of plain sheet and moulded parts that they may require.
- The customer is subject to a purchase obligation. Any changes to the total purchased quantity will affect the price and the delivery date. When customers order special material, they must in all cases purchase the total delivered quantity.
- If we are requested to supply more than the quantity originally ordered ("excess quantity"), the price and delivery date for the excess quantity will be renegotiated. In this event, the customer must accept any slight colour deviations resulting from a different primary material batch.
- If we are requested to supply less than the quantity originally ordered ("reduced quantity"), the customer must pay for the quantity originally ordered.
- Any changes in delivery date require the parties' mutual agreement. These will give rise to a price adjustment.
- For any call-off, we need 2 weeks' lead time for production and planning purposes. For special processing (rounding, bending, edge folding, perforation, short length etc.), an additional week must be granted. The quoted BOM date must be complied with to ensure timely delivery.

#### 4. PRICES AND COSTS

4.1 Except where otherwise agreed in writing, the price list applicable at the time of entering into the contract shall apply and all prices shall be ex works or ex warehouse (including from a third party if applicable). The price includes the cost for standard packaging necessary to transport goods without them being damaged. Transport requirements may mean that special packaging and/or a special loading system are needed. Any resulting extra cost will be invoiced to the Customer separately. If special packaging is requested by the Customer, it must be paid for separately. Packaging material is not returnable and will not be refunded. All prices are based on the cost factors at the time the order is confirmed. If there is a subsequent material increase afterwards in the cost of raw materials, energy, transport and packaging materials, either for us or our suppliers, resulting in a material increase in our purchase prices or cost prices, we shall be entitled to immediately require the negotiation of a price adjustment, unless it was explicitly confirmed that the price is a

fixed price. If an agreement cannot be reached within a reasonable time, we will be released from our obligation to effect outstanding deliveries. Small quantities are subject to a surcharge.

4.2 If it is not possible to produce and deliver the goods within 3 months after order confirmation at the latest, for reasons attributable to the customer, we are authorised to charge to the customer any cost increase occurring in the period between contract conclusion and delivery, and to bill at the prices applicable at the date of delivery.

4.3 Statutory value added tax is not included in the prices. It will be shown separately on the invoice at the statutory rate applicable on the invoice date.

4.4 Cash discounts must be agreed in writing.

4.5 Where goods are stored with us at the Customer's request, the resulting costs and risks shall be borne by the Customer.

4.6 If we prepare a cost estimate, we do not assume any liability for the price basis of this cost estimate.

#### 5. PAYMENT, OFFSET, ASSIGNMENT

5.1 Payments are due within 30 days of the date of the invoice. Payments shall be deemed to have been made on time provided they are received by us or credited to our account without reservation at that time. Customer payments must be made to our legal headquarters without any deduction of expenses, taxes and fees of any kind. The customer shall bear any costs incurred in payment transmission. Any other payment terms may be agreed separately in writing.

5.2 In the event of payment default, interest on arrears shall become payable at a rate of 5%, provided we are not entitled to a higher rate of interest on any other legal basis. In addition, reminder fees of CHF 20.00 / EUR 20.00 shall be charged. We reserve the right to claim for any further damage or loss or assert any other statutory default rights and remedies.

5.3 If two or more claims against a Customer are outstanding and a payment made by the Customer is insufficient to satisfy all claims, then the amount paid shall be allocated pursuant to the statutory provisions (Art. 87 of the Swiss Code of Obligations), even where the Customer has expressly paid to satisfy a specific claim.

5.4 Offsetting or the exercise of a statutory right of retention or right to refuse performance against or on the basis of any counterclaim on the Customer's part (e.g. because of any defect of the goods) that is disputed by us, or that has not been definitively legally determined, shall be excluded. The exercise of any right of retention or right to refuse performance shall also be excluded where the Customer's counterclaims are not based on the same contractual relationship.

5.5 Where the Customer fails to comply with any payment date or where, after entering into the contract, it becomes apparent for any other reason that our receivables are endangered by a lack of financial capacity on the Customer's part, we shall be entitled to use all the statutory rights and remedies, in particular the right to refuse our own performance, until satisfactory performance has been undertaken by the Customer or appropriate collateral has been delivered. We shall also have the right to withdraw from the contract.

5.6 The Customer may not assign to a third party any delivery claims against us. We shall also not be obliged to effect delivery to a third party even if instructed by the Customer.

5.7 If, after the conclusion of the contract, it becomes aware that a business transaction on credit is impossible, we reserve the right to request prepayment of the whole amount of ordered goods or the larger part thereof or to make delivery against cash on receipt of the goods. The customer may set off payments only against receivables that are uncontested or definitively determined by a court.

#### 6. NOTIFICATION OF DEFECTS, CLAIMS FOR DEFECTS IN QUALITY AND DEFECTS IN TITLE, CUSTOMER'S INSTRUCTIONS, ADVICE

6.1 Warranty claims by the Customer are subject to the condition that the Customer has duly complied with the statutory duty of inspection and duty to notify a defect. In the event of an apparent defect or incompleteness of the goods, complaints shall be notified

to us in writing within 8 days after receipt of delivery at the destination. This notification shall specify the defect exactly and indicate the invoice number. Hidden defects shall be notified by the Customer immediately after their discovery. Documents, photos, samples, packing slips and/or defective goods shall be sent back to us at our request. Customer claims regarding defects or incompleteness of delivery shall not be accepted if the Customer fails to meet this obligation.

6.2 If the goods are defective, we shall have the option to remedy the defect either by way of rectification or by providing a defect-free replacement. The Customer shall be entitled to withdraw from the contract or to claim a reduction of the purchase price in accordance with the statutory provisions only if such attempts have failed repeatedly or are unreasonable and the defects are substantial.

The Customer shall be entitled to damages pursuant to clause 6.3. A warranty period of three (3) months shall apply in respect of replacement deliveries and rectification work, starting at the time of delivery and/or execution; this period shall, however, run at least until the expiry of the warranty period for our initial performance (cf. clause 6.10).

6.3 In accordance with the product liability act, we assume liability in the event of an explicit guarantee or in case of assumption of a procurement risk, and in the event of intentional or grossly negligent breach of duty. Furthermore, we are liable in the event of intentional or negligent damage to life and limb or health. We are not liable for damage to property or assets due to minor negligence. Our liability is limited to direct damage. The maximum contractual liability is limited to the amount of the order value. The aggregate limit of liability is maximum equal the amount of the order value. We are not liable for indirect damage or consequential damages caused by a defect.

6.4 Any claims for compensation for damages or loss of any kind caused as a result of the improper handling, storage, modification, assembly and/or operation of the goods or by any inappropriate advice or instructions by the Customer or failure to observe our technical specifications, in particular in installation manuals, and the technical specifications of our suppliers for purchased parts shall not be accepted, unless we are responsible for them. Additionally, the Customer shall be responsible for the use of any design, trade mark or trade name appearing on the goods at the Customer's request.

6.5 If the Customer is entitled to claim damages instead of delivery or to withdraw from the contract, the Customer needs to state, at our request and within a reasonable period of time, whether and how the Customer intends to make use of those rights. If the Customer fails to provide such statement in due time or insists on delivery, the Customer shall be entitled to exercise those rights only if a further reasonable deadline remains unheeded.

6.6 Regarding substandard goods and second-rate quality goods, no claims shall be permitted for defects the Customer has knowledge of at the time of entering into the contract. We shall also not be liable for any defects the Customer has failed to become aware of at the time of entering the contract due to the Customer's own gross negligence, unless we have fraudulently concealed such defect or had given a warranty for the condition of the goods.

6.7 Regarding defects resulting from any instructions or specification received from the Customer, we shall be liable pursuant to the statutory provisions and according to these General Terms of Sale and Delivery only if we agreed in writing with the Customer to assume the risks in respect of any defect resulting from such instruction or specification. The Customer shall be responsible to us for ensuring that instructions and specifications will not result in any defects in the goods manufactured and/or delivered by us, unless we have assumed the aforementioned risk of defects in writing.

6.8 The Customer is responsible for checking the suitability of the goods for the intended purpose. Any documents drawn up by us for the Customer, any advice provided by us and any recommendations we make shall be provided and/or made without constituting any liability. Prior to implementation, they must be carefully examined by the Customer, if necessary by obtaining expert advice from a third party.

6.9 Upon inspecting any asserted defect, if it is found that no warranty claim exists, then the Customer shall pay the cost of this inspection.

6.10 Any claims in respect of defects shall become statute-barred after two years from the transfer of risk. The statutory limitation periods shall apply to any intentional breach of duty, claims in tort, any absence of assured characteristics, the assumption of procurement risks, as well as any physical injuries to people. If the performance is intended for a building/structure and if it is the performance that caused the its defectiveness, the warranty period will be 5 years.

6.11 There shall be no further liability for damages beyond the liability provided for in the preceding paragraphs of this clause 6.

6.12 The above limitations of liability shall also apply, both in terms of reasons and amount, to our legal representatives, employees and other agents and/or assistants.

## 7. PROPRIETARY RIGHTS AND COPYRIGHTS

We reserve the proprietary rights and copyrights in respect of all drawings, illustrations, cost estimates and other documents transmitted by us. Such documents may not be made accessible to any third party, nor be used commercially, without our prior consent, and shall be returned to us without undue delay upon request.

## 8. RETENTION OF TITLE AND SECURITY

8.1 We retain the title to the goods (the "Goods subject to retention of title") until all our existing and future claims arising from our business relations with the Customer have been satisfied. In case of current accounts this retention of title shall secure our respective balance claim.

8.2 Any processing or alteration of the Goods subject to retention of title by the Customer shall be deemed to be made or performed on our behalf, without resulting in any obligation on our part. Where the goods are processed together with other items that are not our property, we shall become a co-owner of the new item with a share equal to the proportion of the value of the goods to that of the other items processed at the time of the processing.

In the event that Goods subject to retention of title are combined, mixed or mingled with items owned by the Customer in such a way that the Customer's item is to be considered as the main item, the Customer herewith transfers to us their title to the overall item to an extent equal to the proportion of the value of the Retained Goods to that of the other combined, mixed or mingled items. If Goods subject to retention of title are combined, mixed or mingled with items owned by a third party in such a way that the third party's item is to be considered as the main item, the Customer herewith assigns to us their claim for reimbursement against this third party in an amount equal to the total invoice amount for the respective Goods.

The item resulting from combination or mingling (hereinafter referred to as the "New Item") and/or the (co-)ownership rights in the New Item that shall fall and/or be transferred to us under clause 8.2 and the reimbursement claims assigned to us under clause 8.2 shall secure our claims in the same manner as the Goods subject to retention of title under clause 8.1.

8.3 The Customer may resell the Goods subject to retention of title and/or New Item in the ordinary course of business, subject to retention of title. The Customer shall ensure that the claims under such resale transactions can be assigned to us in accordance with clauses 8.4 and 8.5 hereof. The Customer must not dispose of the Goods subject to retention of title or New Item in any other way.

8.4 The Customer's claims resulting from any resale of the Goods subject to retention of title are deemed to have been assigned to us. They shall secure our claims to the same extent as the Goods subject to retention of title. Where the Customer sells Goods subject to retention of title together with other goods not supplied by us, the assignment of the claim shall be deemed to apply only in the amount of the invoice total relating to the resale of the Goods subject to retention of title. In the event of any resale of goods of which we have become a co-owner under clause 8.2 hereof or pursuant to the statutory provisions covering the combination, mixing and mingling of items, the assignment of the claim shall be deemed limited to the amount of our co-ownership share.

8.5 Where the Customer includes any claim from the resale of Goods subject to retention of title in any current account with any purchaser of the Customer, the Customer herewith assigns to us any recognised resulting balance or final credit balance in favour of the Customer in an amount equal to the total of the claims arising from the resale of such Goods subject to retention of title included in such current account. The third and fourth sentences of clause 8.4 hereof shall apply mutatis mutandis.

8.6 The Customer is authorised to collect the claims assigned to us resulting from the resale of the Goods subject to retention of title and/or New Item. The Customer may not assign any such claims resulting from the resale to any third party, including any assignment under a genuine (non-recourse) factoring agreement.

8.7 We may revoke the authority to resell the Goods subject to retention of title and/or New Item according to clause 8.3 hereof and the authority to collect the claims assigned to us according to clause 8.6 hereof in the event of a payment default or cessation of payments by the Customer and in the event of any petition for the commencement of insolvency proceedings or in other cases where the Customer's credit standing and trustworthiness are impaired. In the event of a revocation of the resale and/or collection authorisation, the Customer is obliged to inform the Customer's purchasers without undue delay that the claims have been assigned to us and provide us with any and all information and documents necessary to collect the claims. In such an event, the Customer is further obliged to surrender and/or transfer to us any security the Customer has in respect of claims against the purchasers.

8.8 The Customer is obliged to inform us without undue delay of any attachment or seizure or other legal or physical impairment of, or danger to, the Goods subject to retention of title or any other security or collateral provided to us.

8.9 The Customer undertakes to insure the Goods subject to retention of title sufficiently against any damage or loss caused by fire, flood and/or theft at replacement value. The Customer's claims under the relevant insurance policies are deemed to have been assigned to us.

8.10 In the event of payment default or any other non-minor breach of contract by the Customer and in the event of the rescission of the contract, the Customer herewith gives their consent for us to remove and/or cause to be removed any Goods subject to retention of title respectively (in case we are the sole owner) the New Item as defined in clause 8.2 hereof which are in the customer's possession. Such removal shall be construed so as to constitute a withdrawal from contract only in case we explicitly state this. The Customer shall grant our authorised representative access at all times for the purposes of taking such measures and for the purpose of any general inspection of the Goods subject to retention of title and/or the New Item.

8.11 After prior warning, we are entitled to dispose of such Goods subject to retention of title that have been removed, provided that the proceeds of sale (after deduction of reasonable sale costs) shall be set off against the Customer's debts.

8.12 The Customer herewith pledges to our benefit any materials made available to us for the purpose of executing the order and any claims replacing them, as a security for all existing and future claims resulting from the business relationship with the Customer.

8.13 To the extent that the retention of title or the assignment of claims is invalid or unenforceable due to any mandatory foreign law, the security or collateral equivalent to the retention of title or assignment of claims in such region shall be deemed to have been agreed. If this requires the Customer's co-operation, the Customer shall take all the steps necessary to create and maintain such security or collateral.

## 9. TOOLS

To the extent that we manufacture or acquire tools for supplies to the Customer, these tools shall remain our property even where the Customer pays the cost of such tools fully or in part. The tools shall be used exclusively for supplies to the Customer as long as the Customer satisfies their contractual obligations towards us. If 2 years have expired since the last delivery was made, or if the Customer's contribution to the acquisition of the tool has been amortised, we shall be entitled to use the tool for other purposes.

## 10. OBSERVANCE OF SAFETY AND OTHER RULES

10.1 Unless otherwise agreed in an individual case, the Customer shall be responsible for complying with all statutory and other official rules and regulations, as well as generally accepted practices, with regard to the import, transport, storage, handling, use and disposal of the goods.

10.2 Additionally, the Customer is obliged

- to become familiar with all the product information provided by us,
- to sufficiently instruct the Customer's employees, contractors, agencies and customers in the handling of the products,
- to take appropriate measures to prevent danger to people and property that may be caused by our goods.

10.3 If the customer commits a major breach of obligations as per clause 10.1 and 10.2, we may withdraw from the contract following written warning.

10.4 The Customer is liable to us for any damage or loss caused as a result of any failure to observe safety instructions or regulations, and indemnifies us and holds us harmless from any respective third party claims.

## 11. MISCELLANEOUS

11.1 Any verbal collateral agreement, divergence from, or exclusion of, these General Terms of Sale and Supply must be confirmed in writing in order to be valid. This shall also apply to any abrogation of this written form clause.

11.2 If any term or condition of these General Terms of Sale and Supply, or any other term or condition of the contract, is or becomes invalid, the rest of the contract shall remain valid. The parties are obliged to replace the invalid term or condition by that valid term or condition which as closely as possible attains the commercial result of the invalid term or condition.

11.3 We expect our Customers to act impeccably from an ethical standpoint and we have committed ourselves to comply with Tata Steel's code of conduct, which we will be happy to make available upon request.

## 12. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

12.1 The place of performance for our deliveries is the factory or storage place where the goods are held ready for collection or from where they are shipped. This may also be the factory or storage place of a third party. The place of performance for payments shall be our legal headquarters.

12.2 The venue for any disputes arising from these General Terms of Sale and Supply shall be Bremgarten (canton of Aargau, Switzerland). However, we may sue the customer at any other court competent according to the legal provisions.

12.3 These General Terms of Sale and Supply are subject to Swiss substantive law. The UN Convention on the International Sale of Goods (CISG) is excluded.

## NOTICE

The German version of our General Terms and Conditions of Sale and Delivery shall be decisive in the event of a dispute.

We electronically store and process the data of Customers and any third parties involved to the extent necessary for the due and proper performance of the contract. In the course of such processing, such data may also be transmitted to other companies within the Tata Steel group.