

## General Sales Terms and Conditions of SGL Carbon Far East Ltd. Shanghai

These General Sales Terms and Conditions, valid as of Mar 1, 2023, exclusively apply to all the offers, quotations and/or contracts/orders confirmation (“Contracts”) of SGL Carbon Far East Ltd. Shanghai (hereinafter referred to as “SGL”) The customer’s deviating terms of purchase order and contracts are hereby expressly contradicted; they shall not apply in relation to SGL unless expressly agreed to in writing by SGL.

### I. Pre-contractual Services, Offer and Acceptance

1. Initial cost estimates, including drawings and any diagrammatic views required to elaborate such cost estimates, shall be delivered free of charge. If other documents are prepared in addition thereto upon your request (drafts, plans, drawings, calculations of strength and stability, etc.) which exceed the initial offer, and if SGL is not awarded the contract, SGL shall be entitled to charge reasonable compensation in accordance with the requested special expenditure of work.
2. It is agreed between SGL and you that all of the information, drawings, data, etc. mutually provided within the scope of our collaboration shall be used exclusively within the scope of such collaboration. Any other use, including, but not limited to, a disclosure to third parties, is strictly prohibited.
3. Offers shall be valid for 4 weeks from the date of issue. Verbal agreements or commitments shall only be binding for SGL upon written confirmation.
4. Any conclusion of contract shall not take place until after a written confirmation of contract by SGL has been given.
5. Technical data and descriptions in SGL product information, instruction sheets, etc. are merely general guidelines. They are based on technical findings from laboratory experiments and various applications in practice, and thus are in no event to be considered warranted characteristics for the specific case of application.

### II. Prices, Terms of Payment

1. For the delivery of goods, prices are quoted inclusive of packaging and freight, insurance. Payment of the value-added tax, custom duties and other applicable taxes and expenses shall be agreed by both Parties.

In the case of installation services to be rendered, prices shall be agreed by both Parties in the Contracts.

2. The delivery is carried out according to the trade term of the individual contract and is interpreted according to the INCOTERMS® 2020. If no specific agreement has been reached, all deliveries are made FCA from the delivering site of SGL.
3. The payment shall be made as agreed in the Contract, otherwise you shall pay for goods in full before delivery of the products without any deductions. A set-off or right of retention in relation to SGL claims may only be exercised if the counterclaim is undisputed or has become final and absolute. Any and all costs of payment transactions shall be at your expense. SGL reserves the right to assign claims arising from our business relationship.
4. Your refusal to take delivery or temporary cancellation of the contract without SGL's written consent in advance shall render you liable to SGL for damages for breach of contract according to the contract value.

### III. Retention of Title

1. SGL reserves title to the goods delivered as security until all claims to which SGL is entitled under our present and future business relationship have been settled in full, including e.g. any damages, costs, interest and duties.
2. If justified doubt as to your solvency arises prior to or during delivery/execution of work, SGL may demand adequate security to secure your payment obligations and refrain from rendering delivery or the execution of work until such securities security has been provided. Should you be unable to provide the requested security, SGL shall be entitled to rescind the contract.

### IV. Export Controls

1. Because numerous SGL products are subject to export controls and their delivery is subject to compliance with the applicable export control regulations, SGL shall not be responsible for any delays in delivery and/or for non-

delivery caused by compliance with the relevant export controls laws. You undertake for your part to strictly comply with the respective export controls regulations when exporting the products.

2. Our deliveries and services as well as all connected technology, documentation or technical support can be subject to national or international Export Controls legislation. We are entitled to withdraw from the entire contract on short notice, should at the time of the delivery/service a license under applicable legal or administrative licensing obligation not be granted or a prohibition for the delivery/service exist. In the case of sale, resale or transfer of our delivery/service nationally or internationally, you have to ensure Compliance with respectively applicable national and international (Re-) Export Controls legislation.

#### **V. Place of Performance, Delivery and Passing of Risk**

1. SGL reserves the right to decide which of its Group production plants will produce and supply the material.
2. The parties may agree on the place of performance for the delivery of the products; if no agreement is made or it is not clear, the place of performance for the delivery of the products shall be the factory of delivery. The risk of damage and loss of the goods shall pass to the Customer at the place of delivery.
3. In the case of deliveries with installation work, this shall be the site on which the plant is constructed. Acceptance shall be deemed to have taken place if it has not been given by you within 7 working days after completion. This shall not apply if grounds preventing acceptance exist in SGL's sphere of responsibility.

#### **VI. Default and Liability for Defects**

1. Agreed delivery dates refer to the date on which the goods are sent or, as the case may be for deliveries with installation, the date on which the work is completed. If a delivery period has been exceeded due to reasons attributable to SGL, SGL shall compensate you for the directly incurred damages.
2. Time for payment is of the essence. In case you are late in payment, in addition to any other remedies SGL might be entitled to, interest shall accrue on any sums unpaid at the due date at a rate of 5% above the latest applicable LPR rate (as calculated by the National Interbank Offered Rate authorized by the People's Bank of China) or the maximum rate permitted by law, whichever is lower. Interest shall accrue from the due date until the date of receipt of all outstanding payments.
3. SGL warrants that Goods sold and delivered satisfy the agreed specification, technical and quality requirements. In the absence of such agreement, SGL warrants that the Goods conform to SGL's standard specifications for a warranty period of 12 months from the date of delivery of Goods.
4. In case of any aforesaid defects are found during the warranty period, you shall, while still being responsible for taking care of the Goods, inform SGL in writing immediately upon finding of such defects. Upon receipt of such notice from you, SGL will verify and ascertain so-alleged defects of Goods, to which you shall provide its assistance at reasonable endeavors. Upon ascertain of such defects of Goods, SGL may choose, at its sole discretion, to repair or replace such proven defective Goods or refund the contract value of the defective Goods involved to you. Any reasonable, actually paid and documented direct expenses incurred should be borne by SGL.
5. SGL's warranty and liabilities stipulated above shall be subject to the terms and conditions set forth below:
  - 1) SGL shall not be liable for defects in the Goods resulting from modifications or changes in specifications if the aforementioned modifications or changes are requested by you;
  - 2) SGL shall not be liable for defects caused by normal wear and tear, willful damage, negligence, improper usage or storage, failure to follow the SGL's instructions, incorrect modification or repair without the SGL's approval;
  - 3) SGL expressly declares that there are no warranties of fitness for use, merchantability and of fitness for a particular purpose, whether express or implied, with respect to Goods sold by SGL.

Obvious defects (e.g. quantity and other visual detectable defects) must be notified in writing without undue delay latest within seven (7) working days upon delivery of the goods and hidden defects shall be promptly notified after detection, Otherwise any warranty claims are excluded.

If a notice of defect has been falsely made, you shall be obligated to SGL to reimburse upon billing, the expenses incurred by SGL for examining the defect and reviewing the notice of defect.

6. Any claims for damages against SGL under whatsoever Contracts signed by SGL, are limited, however, to the actual and direct damages incurred. Under no circumstances, the total liabilities and obligations of SGL shall accumulatively exceed the Contract value, and in the case of split deliveries, not exceed the value of a single delivery of the product. Excluded is the liability for damages not directly incurred to the product itself and which exceeds the scope of damage foreseeable by SGL. A liability for punitive, incidental or consequential damages are excluded, including but not limited to, loss of production, stoppage of production, loss of profit, loss of information and data, claims for liquidated damages, indemnities and claims of other nature, legal fees, etc., asserted by third parties.

#### **VII. Application of T's&C's, Applicable Law and Dispute Resolution**

1. These General Sales Terms and Conditions (T's&C's) shall be incorporated into the Contract by reference. In the event of a conflict between any provision of the Contract and this T's&C's, the Contract shall prevail. The T's&C's shall not be amended, modified or supplemented unless otherwise agreed in writing between you and SGL or otherwise agreed.
2. The contractual relationship between the parties shall be governed by the laws of the P.R.China upon exclusion of the UN Convention on the International Sale of Goods. Incoterms in their most recent version as amended from time to time shall govern the interpretation of delivery clauses.
3. Any dispute arising from or in connection with both Parties Contracts shall be submitted to Shanghai International Economic and Trade Arbitration Commission ("SIETAC") for arbitration which shall be conducted in accordance with the SIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The seat of arbitration shall be in Shanghai.