Heraeus Electro-Nite International N.V. - General Terms of Sale and Delivery 09/2026

1. Scope of Application

All sales, deliveries and services (hereinafter collectively the "Services") of Heraeus Electro-Nite International N.V. ("Heraeus") are exclusively subject to the following General Terms of Sale and Delivery. Customers' general terms and conditions of business which deviate from these General Terms of Sale and Delivery or from the law will not be accepted, and they will also not become part of a contract if Heraeus accepts or executes orders from the customer in awareness of the customer's opposing or deviating terms and conditions of business.

2. Subject Matter and Scope of Services (Offers, Samples, Guarantees, Conclusion of Contracts)

2.1 All offers of Heraeus are nonbinding unless specifically agreed otherwise. Contracts shall be deemed concluded only after Heraeus has issued a written order confirmation or effected performance of the Services.

Heraeus is not obligated to verify the correctness of customer-provided information or to investigate whether order execution based on such information infringes third-party rights. The customer is aware of all risks that occur when placing the order.

2.2 The data and information included in data sheets, brochures and other promotional and information material of Heraeus serve solely as a guideline and become a binding part of a contract only upon the express written consent of Heraeus.

2.3 Characteristics and properties of samples and specimens are only binding if expressly so agreed.

2.4 Information about the quality, condition and (shelf-) life of products shall be deemed to be guaranties only if expressly designated as such. The same applies to the assumption of a procurement risk.

2.5 Unless otherwise agreed in writing, Heraeus will deliver products within the tolerances admissible under the relevant European technical standards.

2.6 Technical changes for manufacturing, legal compliance, or product maintenance are permitted if reasonable according to sector customs.

2.7 We process personal data in accordance with the relevant data protection regulations. Our privacy policy can be viewed, downloaded, and printed at www.heraeus.com/privacy.

3. Delivery, Delivery Periods, Packaging, Passing of the Risk

3.1 The type and scope of Heraeus' Services and the delivery periods are determined by the written order confirmation of Heraeus. Heraeus shall be entitled to the partial performance of Services if this is reasonable according to the customs of the sector.

3.2 If the customer wishes to call off portions of an agreed total quantity for delivery in several partial deliveries, the customer shall spread such call-offs evenly over the delivery period. The call-off of more than 10% of the total quantity of one partial delivery on one date is subject to the prior written consent of Heraeus.

3.3 The delivery period commences only after all essential contract issues have been clarified and the customer has performed all required acts, including providing necessary information, opening letters of credit, effecting prepayment, or providing agreed securities. The delivery period will be interrupted by subsequent changes requested by the customer and will re-commence to run after agreement about the desired changes has been achieved.

3.4 The products of Heraeus are properly packaged, taking into account the customs of the sector. If the customer desires special packaging as carts, cases or pallets, the costs will be borne by the customer.

3.5 Heraeus delivers 'FCA – Free Carrier' at delivering factory/works (Incoterms 2020). If Heraeus solely organizes the transport, the costs of dispatch and the costs of transport insurance will be borne by the customer.

3.6 The price risk (i.e. risk of accidental loss or deterioration) passes to the customer when the goods have been handed over to the carrier nominated by the customer at the delivering factory/works, regardless of any additional services accepted to be performed by Heraeus such as transportation.

3.7 If performance is delayed due to the customer's responsibility, risk passes upon notification that the Service is ready. Heraeus may then invoice the goods as delivered and store them at the customer's cost and risk. Upon customer request and at customer's cost, Heraeus will insure these goods against theft and damage from breakage, transport, fire and water at the customer's cost.

4. Prices, Payment, Default

4.1 The prices quoted by Heraeus are exclusive of the statutory value-added tax, shipping charges and insurance costs ('ex works', Incoterms® 2020).

4.2 Prices indicated in foreign currency are calculated at the rate of the date of the offer. However, Heraeus reserves the right to adjust prices, even after the order is placed, when this quotation has changed.

4.3 Heraeus may, by giving notice to the customer at any time before delivery, reasonably increase the price of the products to reflect any increase in the costs of raw materials or other costs of manufacture of the products, costs of transport, taxes, customs, levies and other public or administrative duties. The customer shall confirm the increased purchase price within 14 days after receipt of the notice of adaptation of the purchase price by Heraeus. If the customer does not confirm the increased purchase price, Heraeus may terminate the contract by giving written notice to the customer.

4.4 Invoices are due for payment immediately upon receipt and without any deductions unless otherwise agreed in writing. The customer agrees to the electronic transmission of the invoice.

4.5 Invoices are payable within 8 days of the invoice date. Late payment automatically triggers interest of 1% per month plus fixed compensation of 10% of the outstanding balance, the latter with a minimum of 100.00 EUR, without notice of default being required. Heraeus may suspend performance while the customer fails to perform any contractual obligations, including payment obligations from other contracts.

4.6 The customer may offset counterclaims or withhold payment based on such counterclaims only if such counterclaims are uncontested in writing or non-appealable.

4.7 If the customer is in default or if there are justified doubts about the customer's ability to pay (applying customary banking standards), Heraeus may demand advance payment or security for outstanding Services, declare all claims immediately due, and demand additional securities.

4.8 If, despite a reasonable time limit, a Service which is ready for acceptance is not fully accepted or is accepted too late through no fault of Heraeus, Heraeus will place the goods in storage at the customer's cost and risk. For such storage Heraeus will charge 0.5% of the invoice amount for each month of the delay in acceptance.

5. Warranty, Liability

5.1 Slight deviations from agreed or standard quality do not constitute a defect. General product information in brochures or advertising does not release the customer from inspecting the product for fitness for purpose. Special use requests are only authoritative if Heraeus has confirmed fitness in writing at the time of contract conclusion.

5.2 The customer shall notify Heraeus without delay of any defect claims asserted by the customer's own customers relating to Heraeus' Services; otherwise, the customer's defect claims are excluded. The customer shall preserve and provide evidence to Heraeus.

Heraeus may reclaim defective products (including supporting documents, samples and packing slips) for investigation. Failure to comply results in exclusion of defect claims. This also applies to defect claims asserted against the customer by the customer's own customers.

5.3 For product defects, Heraeus may choose subsequent performance between remedy of defect or delivery of a fault-free product. The customer may cancel the contract or reduce the price only if subsequent performance is unreasonable or impossible and the defect is not minor. Damage claims are governed by clause 5.6.

5.4 Liability is excluded for losses or damages caused by improper use, modification, assembly, installation or operation of products, or by defective customer instructions, unless caused by Heraeus' fault. Liability for defects in customer-supplied materials processed by Heraeus is excluded if caused by the materials' characteristics or properties. If such materials become unusable during processing due to defects, the customer must nevertheless reimburse Heraeus' processing costs.

5.5 Claims from express guarantees/warranties, procurement risk assumptions, culpable injury to life/body/health, the Belgian Product Liability Law (25 February 1991), and willful or grossly negligent breaches become statute-barred per statutory provisions. All other defect claims become statute-barred twelve (12) months after passing of risk.

5.6 Heraeus assumes unlimited liability for: express guarantees/warranties, procurement risk assumptions, culpable injury to life/body/health, claims under the Belgian Product Liability Law, and willful or grossly negligent breaches. For slight or ordinary negligence causing property damage or pecuniary loss, Heraeus' liability is limited to breaches of essential contractual duties and capped at foreseeable, contract-typical damage. Heraeus' delay liability is limited to 0.5% per completed week, maximum 5% of the delayed Service value. Further liability is excluded.

5.7 The foregoing limitations of liability apply on the merits and in terms of amount also to Heraeus' legal representatives, agents and employees and/or other persons in Heraeus' services.

6. Reservation of Title

6.1 Heraeus retains title to all products delivered until the customer has fully satisfied all of his payment obligations from the business relationship with Heraeus.

6.2 The customer may resell, process, mix, blend or combine the goods subject to reservation of title with other items during ordinary business until revocation by Heraeus (which may occur at any time without reason). “Resale” includes installation in land, buildings, or building-connected facilities, and use for other contracts.

6.3 The customer shall insure the goods subject to reservation of title at his own cost against all standard risks, in particular against fire, burglary and water hazards, handle these goods with care and store them properly.

6.4 Upon resale of goods subject to reservation of title by the customer, the customer hereby immediately assigns to Heraeus the resulting purchase price claims against the customer’s own customers. For resales together with other items, the assignment applies only to the value of the goods subject to reservation of title per Heraeus’ invoice. For co-owned items per clause 6.2, assignment applies to Heraeus' co-ownership share. Assigned claims serve as security in the same scope as goods subject to reservation of title. Claims included in a current account are assigned hereby immediately as a corresponding balance. Heraeus hereby accepts these assignments.

6.5 The customer may collect assigned claims during ordinary business until revocation by Heraeus; this collection right automatically expires upon any payment default of customer. For direct debiting, the customer shall ensure, by prior agreement with his bank, received amounts are exempt from the bank’s lien and that he is at all times able to meet his obligation to transfer his proceeds to Heraeus. Upon request, the customer shall inform its customers of the assignment and provide all documentation required for claim assertion.

6.6 If the aggregate value of the securities existing for Heraeus exceeds the claims of Heraeus by more than 10%, Heraeus will release additional securities of its own choice at the request of the customer.

6.7 Above and beyond the foregoing, the customer may not otherwise dispose of goods subject to reservation of title (no liens, pledges or other assignments of claims per clause 6.5). Upon attachment or seizure of goods subject to reservation of title, the customer shall immediately notify Heraeus in writing and identify the goods as Heraeus’ property.

6.8 If the customer is in default of payment and a grace period fixed by Heraeus has elapsed without payment being effected, Heraeus is entitled to take back the goods subject to reservation of title also if Heraeus has not rescinded the contract.

7. Force Majeure

7.1 Heraeus shall not be obligated to perform its contractual obligations to the extent and for so long as Heraeus has not been supplied properly and timely by third-party suppliers with the raw materials, energies or components which are required for the manufacture of the products. Heraeus will inform the customer of any impairment in the delivery of the products resulting therefrom. In the event of a considerable delay in delivery, both parties shall be entitled to rescind the contract after a reasonable period of time.

7.2 If any performance of contractual obligations is directly or indirectly prevented, restricted or interfered with by reason of any unforeseeable cause not within the reasonable control of the respective party (“**Force Majeure Event**”), the party so affected shall be excused from the performance of its contractual obligations to the extent and for the duration of such prevention, restriction or interference and shall not be liable for any costs or damages incurred by the other or any third party because of non-performance or late performance. In case of a Force Majeure Event, Heraeus shall be entitled, but not obligated, to entrust a third party with the performance of its contractual obligations.

7.3 No Force Majeure can be invoked for the obligation of the customer to pay in due time.

7.4 A Force Majeure Event shall be deemed to exist not only if it is impossible for the party so affected to avoid or overcome the occurrence or the effects of the event which prevents, restricts or interferes with the performance of its contractual obligations but also if the party so affected cannot reasonably be expected to perform its contractual obligations.

7.5 By way of example only, but without limitation, the following shall be considered as Force Majeure Events: Acts of God such as flood, storm, earthquake, compliance with any governmental rules, regulations or orders of any government, public authority or court (e.g. lack of notification, confiscation, expropriation), fire, war, warlike disputes, explosion, riot, insurrection, accidents, terror, piracy, sabotage, invasion, epidemics, pandemics, legitimate industrial action, currency or trade restrictions, embargoes, export restrictions, import restrictions, sanctions, and any operational disruption if caused directly or indirectly by an event outside the reasonable control of the affected party. A Force Majeure Event affecting Heraeus shall also be deemed to exist where Heraeus’ sub-suppliers or contractors are affected by any Force Majeure Events.

7.6 The parties also agree that the occurrence of a shortage of gas and its direct and indirect effects shall also constitute a Force Majeure Event if and to the extent that they delay, restrict or prevent the performance of contractual obligations by the affected party. This shall also apply if, at the time of contracting, the occurrence of a shortage of gas was not foreseeable with certainty but seemed possible and the actual occurrence thereof cannot reasonably be avoided by the affected party. The direct and indirect effects of a shortage of gas which constitute a Force Majeure Event include in particular (i) the total or partial unavailability of gas as auxiliary or operating material in the production process of the affected party or its suppliers, and (ii) the total or partial unavailability of natural gas as energy source for the heating of production or administrative buildings at Heraeus or its suppliers to a level permitted by labor law.

7.7 The affected party shall notify the other party as to the nature and probable duration of the Force Majeure Event. Furthermore, notification of the actual termination of a Force Majeure Event shall also be given as soon as reasonably possible and also when the end of a Force Majeure Event is already foreseeable.

7.8 The party affected by a Force Majeure Event shall exercise reasonable commercial efforts to resolve the restrictions caused by the Force Majeure Event as promptly as practicable, provided, however, that the limit for “reasonable commercial efforts” shall be reached when the total costs incurred for the performance of the Service, including the expenses for resolving the restrictions, exceed 110% of the price payable by the customer for the specific Service affected by the Force Majeure Event.

7.9 If the party affected by a Force Majeure Event is required to incur expenditures for resolving the restrictions caused by the Force Majeure Event which exceed the limit for “reasonable commercial efforts” pursuant to clause 7.8 or if the Force Majeure Event continues for an uninterrupted period of forty-five (45) days, each party may terminate any affected contract by giving written notice to the other party or rescind any such contract, provided that the Force Majeure Event is still in effect at the time when written notice of termination is given.

8. Export

8.1 In the event that the import or export of the products or the fulfillment of any of Heraeus’ contractual obligations hereto, is directly or indirectly prevented, restricted or interfered with due to an export or import restriction, sanction, quota or prohibition, or failing to receive a necessary licence or consent (“Export Restriction”), Heraeus shall, without incurring any liability, be excused from such performance to the extent and for the duration of such prevention, restriction or interference.

8.2 An Export Restriction shall also be deemed to exist, if the fulfillment of Heraeus’ contractual obligations is not legally prevented, restricted or interfered with, but Heraeus or an affiliated company of Heraeus may be subject to civil or criminal sanctions due to national or international regulations, in particular export control regulations or other sanctions.

8.3 If the Export Restriction prevents, restricts or interferes with the performance of Heraeus’ contractual obligations for a continuous period of more than three months, each party is entitled to terminate the respective purchase order(s), without incurring any liability in this respect, by giving written notice to the other party.

8.4 Upon request of Heraeus, customer shall provide Heraeus with all information concerning the final recipient, the final destination, the intended use of the products and, if required, an end-use certificate.

9. Severability

Each provision of these General Terms of Sale and Delivery shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if one or more provisions of these general terms and conditions should be declared void or become unenforceable due to a change in law or for any other reason, this will not affect the legality, validity and enforceable nature of the other provisions of the relevant article of the general terms and conditions and the general terms and conditions as a whole. Heraeus and the customer undertake to replace the invalid provisions, to the extent that this is still legally possible, by a new provision that corresponds to the objectives of the general terms and conditions.

10. Choice of Law, Place of Performance, Place of Jurisdiction

10.1 These General Terms of Delivery and any agreement between Heraeus and the customer shall be governed by and construed in accordance with the law of Belgium, without giving effect to its conflict of law provisions and without giving effect to the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

10.2 The place of performance for the Services of Heraeus is the factory/works from which delivery is effected; the place of performance for the customer's payments is Heraeus' registered place of business.

10.3 The place of jurisdiction is the registered place of business of Heraeus, Hasselt Belgium. However, Heraeus shall be entitled to recourse in any court having jurisdiction as to the respective legal action under the laws of Belgium.