

# General Terms and Conditions of Service thyssenkrupp rothe erde Germany GmbH

### I. Scope of application

These terms and conditions shall apply as part of all offers, orders, contracts and other documents relating to services to a person who, upon conclusion of the contract, acts in the exercise of his/her commercial or independent professional activity (entrepreneur) as well as to legal entities under public law or a special fund under public law when concluding the contract.

#### II. General

- All deliveries and services within the scope of services are exclusively based on these terms and conditions as well as any separate contractual agreements. None of the terms, conditions and agreements mentioned or attached to the order of the customer which are not in accordance with these terms and conditions or which are intended to supplement/delete or amend them in any way shall be effective unless we confirm them in writing. In the absence of such confirmation, the customer shall be deemed to have withdrawn or waived its terms and conditions and to have entered into the contract solely on the basis of these terms of service.
- Our offers and cost estimates are subject to change. A contract is concluded in the absence of a special agreement with our written order confirmation.
- These terms and conditions shall also apply to contracts based on commercial clauses, in particular the Incoterms® 2020. However, corresponding commercial clauses shall only apply insofar as they do not contradict the terms and conditions listed below.
- 4. Information and illustrations contained in brochures and catalogs represent approximate values customary in the industry unless we have expressly designated them as binding. Public statements, e.g. in marketing, apply to a specific order only if this has been confirmed by us in writing.
- 5. We reserve the property rights and copyrights to samples, cost estimates, drawings, training materials and similar information of a physical and non-physical nature also in electronic form; they shall not be made accessible to third parties. We undertake to make information and documents designated by the customer as confidential available to third parties only with the customer's consent.

# III. Prices, terms of payment

- 1. The prices are subject to value added tax at the statutory rate.
- Unless otherwise agreed, the customer must make an advance payment of the estimated service fee plus applicable taxes and duties as specified in the order confirmation. After completion of the service, we will issue the invoice, unless other invoicing intervals have been agreed.
- 3. Unless otherwise agreed and if available, the remaining amount shall be paid within 14 days of receipt of the invoice by the customer to the account specified by us without deduction of any discount. The customer can only offset against undisputed or legally established claims. He/she shall only be entitled to rights of retention insofar as they are based on the same legal relationship.
- 4. In the event of overdue payments, interest on arrears shall be charged in accordance with the respective bank rates for overdrafts from the due date, but at a minimum of 9 percentage points above the statutory base rate. In addition, we are

- entitled to a lump sum payment of EUR 40.
- All our claims shall become due immediately if the terms of payment are not complied with or if we become aware of circumstances which are likely to reduce the creditworthiness of the customer.
- 6. On the basis of the authorization granted to us concerning the companies belonging to our group (Articles 15 ff. of the German Stock Corporation Act)"), we shall be entitled to net all the customer's accounts receivable from us or from one of the aforementioned group companies, irrespective of their basis in law. This also applies if a cash payment has been agreed in one case and, in another case, payment in bills of exchange or other services on account of performance. If appropriate, these agreements shall only relate to the balance. In the event that the accounts receivable are due at different dates, our accounts receivable shall fall due at the latest when our liabilities are due and are settled on the value date.

### IV. Securities

We are entitled to securities of the usual type and scope for our claims, even if they are conditional or limited in time. If agreed down payments are not received on time or if, after conclusion of the contract, we become aware of circumstances which appear likely to reduce the customer's ability to pay, we shall be entitled, without prejudice to further claims, to refuse performance and to set the customer a reasonable deadline within which he/she shall make payment or provide security concurrently with delivery. In the event of refusal by the customer or unsuccessful expiry of the deadline, we shall be entitled to withdraw from the contract and demand compensation for damages.

# V. Partial service performance

We are entitled to make partial deliveries if this is reasonable for the customer. The customer shall not have to bear the additional costs incurred by us if these additional costs are attributable to us. The price remains unaffected.

# VI. Customer obligations

- Customer's obligations include, but are not limited to, the
  timely provision of correct and complete documentation or
  authorizations required prior to the performance of the service, the thorough cleaning of the equipment, assistance in
  the performance of the service in accordance with the service
  order (including, but not limited to, ensuring that customer's
  operating personnel are available to us free of charge to support the on-site services as needed; providing physical access
  to relevant premises free from hazards; providing necessary
  equipment).
- With regard to training courses, the customer must also create the following conditions for the provision of the services at its own expense and responsibility:
   Appointment of a representative for the coordination of the
  - Appointment of a representative for the coordination of the services; selection of those trainees who have the necessary qualifications for participation and are available on the agreed dates; provision of training rooms with internet broadband connection on the factory premises; granting of the photo permit for the equipment required for the performance of the services.
- With regard to commissioned inspections, the customer shall additionally create the following prerequisites for the provision



of the services at its own expense and responsibility:

Obtain all technical documentation available for the equipment (drawings, manuals, calculations, etc.) necessary for planning the inspection, all records of previous inspections, all records of repair and/or modification work carried out on the equipment, all records/documentation of the customer, its employees, agents or third parties on technical observations on the equipment, machine operation and maintenance logbook, all information that could be relevant for the investigation of technical malfunctions of the equipment, e.g. accident reports, information on unusual events during operation and maintenance, and all information on the technical condition of the equipment. e.g. accident reports, information on unusual events during operation and maintenance as well as a description of the operating mode of the equipment and all safety-related documents, such as risk assessments, safety data sheets and documentation of hazardous substances.

# VII. Service performance time, liability for service delays

- Unless otherwise agreed, the service performance shall commence on the date of our order confirmation, but not before complete clarification of all commercial and technical details of the order, the fulfillment of all obligations incumbent on the customer, such as the provision of the necessary official certificates or approvals or the payment of a deposit. In such cases, the service performance shall be extended accordingly. This does not apply if the delay is attributable to us. An agreed service period shall be deemed to have been complied with if, the agreed service has been provided in full within this period.
- Compliance with the service period is subject to correct and timely delivery to us (insofar as material has to be procured for the service performance), unless the incorrect or delayed delivery to us is attributable to us. We will inform you of any delays as soon as possible.
- 3. If there is a delay in delivery or performance with regard to a service contract and the customer demonstrably suffers damage as a result, he/she shall be entitled to demand a lump-sum compensation for the delay. From the second week of delay, this shall amount to 0.5% for each further full week of delay, but in total not more than 5% of the value of that part of the service contract affected by the delay. If the customer sets us a reasonable deadline for performance after the due date taking into account the statutory exceptions and if the deadline is not met, the customer shall be entitled to withdraw from the contract if the failure to meet the service date is attributable to us.
- 4. Both claims for damages by the customer due to delay in delivery and claims for damages in lieu of performance which exceed the limits specified in section VII.3 are excluded in all cases of delayed service performance, even after expiry of any deadline set for us for delivery. This shall not apply if liability is mandatory in cases of intent, gross negligence, injury to life, body or health or breach of material contractual obligations; this shall not entail a change in the burden of proof to the detriment of the customer.
- Any delays on the part of the customer in the preparation of the site, the availability of tools or other prerequisites which

are necessary for the timely completion of the services and which lie within the customer's area of responsibility shall extend our service performance period appropriately and the resulting damages/additional costs shall be appropriately compensated by the customer. In the event of delays of at least one hundred and twenty (120) days or over several periods totaling one hundred and twenty (120) days, section VIII. 3. sentences 2 and 3 shall apply accordingly.

### VIII. Force Majeure

- The service performance period shall be extended appropriately if circumstances beyond our control cause a delay or disruption in the provision of the service.
- These include, in particular, force majeure events such as, but not limited to, war, warlike events, riots, civil unrest, sanctions, natural disasters, adverse weather conditions, power shortages, labor disputes, epidemics and pandemics.
- The extension of the time limit shall be for the duration of the events referred to in clause VIII. 2. if we are unable to perform the service after the expiry of a reasonable period of at least one hundred and twenty (120) days or over several periods totaling one hundred and twenty (120) days, either party may terminate the contract immediately by written notice. In such event, the customer shall pay to us the amounts payable for all work performed, the cost of materials, tools and other items ordered for the services and delivered to the customer or which we are obligated to accept delivery of, and any other costs or liabilities reasonably incurred by us under the circumstances in anticipation of performing our obligations under the contract in full.

# IX. Delayed acceptance

- If dispatch or acceptance of the delivery item is delayed for reasons attributable to the customer (default in acceptance), we shall be entitled to store the delivery at a place of our choice at the expense and risk of the customer. If storage takes place on our premises, we shall charge a monthly storage fee in addition to our other costs from the date of notification of readiness for dispatch.
- 2. If the customer finally refuses the call or the acceptance of the delivery or if he/she fails to respond to a request for call or acceptance even after the expiry of a reasonable period of grace of 2 weeks granted to him/her in writing, we shall be entitled to claim compensation. The compensation to be paid shall be determined by the costs incurred by us, but shall amount to at least 15% of the order value of the service contract. The customer reserves the right to prove that the damage did not occur or was less. Our legal rights to fulfillment or withdrawal remain unaffected by this.

# X. Transfer of risk

Unless otherwise agreed, the risk shall pass to the customer upon performance of the service, even if partial services are provided. If the dispatch of goods which are part of the service is delayed due to circumstances attributable to the customer, the risk shall pass to the customer from the day on which these goods are ready for dispatch.

## XI. Retention of title

 All delivered goods as part of the service shall remain our property (reserved goods) until all claims, in particular also



- the respective balance claims, to which we are entitled within the scope of the business relationship have been fulfilled. This also applies to future and contingent claims.
- Handling and processing of the goods subject to retention of title shall be carried out on our behalf as manufacturer within the meaning of § 950 BGB (German Civil Code) without any obligation on our part. The treated and processed goods shall be deemed to be reserved goods in the above sense.
- 3. In the event of processing, combination and mixing of the goods subject to retention of title with other goods by the customer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership lapses as a result of combining, mixing or processing, the customer shall already now transfer to us the ownership or expectant rights to which he/she is entitled in the new stock or item to the extent of the invoice value of the reserved goods, in the case of processing in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used, and shall keep them for us free of charge. Our co-ownership rights shall be deemed to be reserved goods in the above sense.
- 4. The customer may only resell the goods subject to retention of title in the ordinary course of business under his/her normal terms and conditions of business and as long as he/she is not in default, provided that he/she retains title and the claims arising from the resale are transferred to us as security. He/she is not entitled to dispose of the reserved goods in any other way. The use of the reserved goods for the fulfillment of contracts for work and services and contracts for work and materials shall also be deemed to be a resale. The customer's claims arising from the resale of the reserved goods are hereby assigned to us. We hereby accept the assignment. The assigned claims serve as security to the same extent as the reserved goods.
- If the customer resells the goods subject to retention of title together with other goods, the claim from the resale shall be assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. In the event of the resale of goods in which we have co-ownership shares, a part of the claim corresponding to our co-ownership share shall be assigned to us. If the customer is in default with respect to us, we may prohibit the resale and processing of the goods subject to retention of title and demand their return or the transfer of indirect possession of the delivered goods at the customer's expense and revoke any collection authorization. The customer gives us authority to enter the customer's premises in the aforementioned cases and to remove the goods subject to retention of title; the removal shall not be deemed to be a withdrawal from the contract
- 6. The customer is entitled to collect claims from the resale unless we revoke the collection authorization. At our request, he/she shall be obliged to inform his/her customers immediately of the assignment to us insofar as we do not do this ourselves and to provide us with the information and documents required for collection.
- 7. The customer is not authorized to assign the claims under any

- circumstances; this also applies to all types of factoring transactions, which the customer is also not permitted to undertake on the basis of our authorization to collect. The customer shall inform us immediately of any seizure or other interference by third parties.
- 8. If the value of the existing securities exceeds the secured claims by more than 10% in total, we shall be obliged to release securities of our choice to this extent at the request of the customer.

## XII. Dispatch

- In the absence of instructions to the contrary from the customer, we shall be entitled to arrange for shipping measures, in particular the conclusion of the contract with carriers or forwarding agents on behalf of and for the account of the customer, in which case we shall exercise any discretion in accordance with customary commercial practice.
- The material is packed according to commercial practice. We shall provide packaging, protection and/or transport aids according to our experience and, unless otherwise agreed, at the expense of the customer. In the event of transport damage, the customer shall immediately arrange for a statement of the facts and notify us without delay.

## XIII. Warranty and secondary obligations

We provide the following warranty to the exclusion of any further claims – subject to section XVI.:

- 1. For material defects:
  - a) The composition of the goods shall be exclusively defined in the agreed technical delivery regulations. Unless expressly agreed otherwise in individual cases, the use of slightly higher alloyed steels is generally permissible. In the event that we are obliged to deliver according to drawings, specification, samples, etc. provided by the customer, the latter shall bear the risk that the goods are suitable for the intended purpose. The time of handover of the goods to the forwarder or carrier, at the latest the time of leaving the works, is decisive for the contractual condition of the goods. Furthermore, unless otherwise agreed by the parties, the customer shall be solely responsible for the integration of the goods into its existing technical, structural and organizational conditions. In particular, assembly on our part shall only be deemed to be contractually agreed if an assembly contract has been concluded between the contracting parties in this respect.
  - (b) Notices of defects by the customer shall be received by us in text form immediately after receipt of the goods at the place of destination, but do not entitle the customer to retain the invoice amounts. In the event of defects, processing shall be stopped immediately. Late complaints shall result in the goods concerned being deemed to have been approved, unless the defect has been fraudulently concealed on our part.
  - (c) We shall be entitled to repair or replace free of defects, at our discretion and free of charge, all those parts which prove to be defective as a result of a circumstance occurring prior to the transfer of risk. Replaced parts become our property.
  - (d) The customer shall give us the opportunity to determine the defect and, on request, to make the goods that are the object of complaint or samples thereof available to us without delay and at customer's expense. In the event of a justified



complaint, we shall reimburse the customer for the costs of the most favorable shipping route; this shall not apply insofar as the costs increase because the goods are located at a place other than the place of initial delivery. The customer shall give us the necessary time and opportunity to carry out all repairs and replacement deliveries that we deem necessary after consultation with us; otherwise we are released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case we shall be notified immediately, shall the customer have the right to remedy the defect himself/herself or have it remedied professionally by a third party, and to demand reimbursement of the necessary expenses from us.

- (e) Within the framework of the statutory provisions, the customer shall have the right to withdraw from the contract if taking into account the statutory exceptions we allow a reasonable period of time set for us to remedy the defect or make a replacement delivery on account of a material defect to expire without resolving the situation. If the defect is only insignificant, the customer shall only be entitled to a reduction of the contract price. The right to reduce the contract price shall otherwise remain excluded. Further claims shall be determined in accordance with section XVI. 2. of these terms and conditions.
- (f) Claims for material defects shall become time-barred twelve months after receipt of the goods at the place of destination. However, they shall become time-barred at the latest 14 months after notification of readiness for dispatch. This shall not apply in the event that longer statutory expiration periods are in force, in particular for defects in a structure or for delivered items which are intended for use in a structure and have been used as such, this use having led to the defect in the goods.
- (g) No warranty is given in particular in cases of unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, chemical, electrochemical or electrical influences insofar as they are not attributable to us.
- (h) The warranty shall expire if reworking, modifications or repair work are carried out without our prior consent. Furthermore, the warranty will expire if our instructions on installation, maintenance and lubrication of our slewing bearings are not followed.
- (i) The same applies for reasons of preservation of evidence if slewing bearings are opened without our prior consent.
- 2. For services:
  - a) We warrant the professional performance of the service in accordance with the recognized rules of technology to the contractual extent.
  - b) If the service is not performed in accordance with section XIII. 2. a) and we are immediately notified of this discrepancy by the customer, the applicable obligation for subsequent performance under warranty shall be limited to the renewed performance of the service within a period of 12 months after the original performance of the service and shall not recommence with the subsequent performance, unless otherwise

agreed in writing.

# XIV. Property rights, defects of title

- We declare that we are not aware of any industrial property rights of third parties existing in the country of manufacture at the time of conclusion of the contract which would prevent delivery to the customer. If industrial property rights outside the Federal Republic of Germany are infringed by products supplied by us and/or by the fact that the customer uses material supplied for a purpose without this material having been expressly supplied for this purpose, we shall be released from liability.
- If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, we shall in principle procure the right to further use for the customer at our expense or modify the delivery item in a manner reasonable for the customer in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, we shall also be entitled to withdraw from the contract. In addition, we shall indemnify the customer against undisputed or legally established claims of the owners of the property rights concerned.
- Our obligations set out in section XIV. are final, subject to section XVI.2 in the event of infringement of industrial property rights or copyrights. They shall only exist if the customer informs us immediately of asserted infringements of industrial property rights or copyrights, the customer supports us to a reasonable extent in the defense against the asserted claims or enables us to carry out the modification measures in accordance with section XIV.2, all defense measures including out-of-court settlements are reserved for us, the defect of title is not based on an instruction of the customer and the infringement of rights has not been caused by the fact that the customer has modified the delivery item without authority or has used it in a manner not in accordance with the contract.
- The use of our logos and the word mark by the customer is not permitted unless we have given our prior written consent. This also applies to our naming as a reference customer.
- We are not obliged to supply design or production drawings, material lists or similar. However, these may be inspected at the place of execution for quality control and quality inspections.
- 6. Any intellectual property rights (industrial property rights and copyrights), in particular, but not exclusively, the copyright to all drawings and other documents (e.g. training documents) handed over to the customer in connection with the contract shall remain with us or our subcontractors.
- 7. To the extent applicable, all and any intellectual property rights developed in connection with the performance of the contract shall remain exclusively with us. The rights to inventions of the customer resulting from this contract shall be transferred to us by the customer.

## XV. Provision of documents, confidentiality

 Drawings, models, samples, training materials and other documents made available to the customer or produced by us



- according to his/her specifications may only be used for processing our offer or for using the ordered deliveries or services and shall not be made accessible to third parties without our prior written consent.
- Furthermore, the customer shall maintain secrecy vis-à-vis
  third parties with regard to all operational processes, equipment, facilities, etc. of us and our subcontractors which
  become known to him/her in connection with our deliveries or
  services, even after submission of our offers or completion of
  the order.
- However, nothing in this section shall prevent the disclosure of information, data or know-how
   a) which the receiving party had already lawfully obtained prior to disclosure by the disclosure party or which was all
  - prior to disclosure by the disclosing party or which was already publicly available at the time of disclosure or which became available after disclosure by the disclosing party (without fault of the receiving party);
  - b) which was developed independently of the disclosing party; c) which was provided to the receiving party by an authorized third party without any confidentiality obligations.
- The foregoing obligations shall also apply with respect to the employees, representatives and agents of a party, regardless of the nature and legal framework of the respective collaboration.

# XVI. Liability

- If damages arise due to our fault as a result of omitted or faulty execution of suggestions and consultations made before or after conclusion of the contract or due to the breach of other contractual ancillary obligations, the provisions of sections XIII. and XVI. 2. shall apply accordingly to the exclusion of further claims of the customer.
- We shall only be liable for whatever legal reasons a) in the event of intent, b) in the event of gross negligence on the part of a member of our management or one of our executive employees, c) in the event of culpable injury to life, limb or health, d) in the event of fraudulently concealed defects, e) in the event of defects the absence of which we have guaranteed, f) in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items. In the event of culpable breach of essential contractual obligations, we shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to the reasonably foreseeable damage typical of the contract. Essential contractual obligations are those for which fulfillment is necessary for the proper performance of the contract and the achievement of the purpose of the contract and the fulfillment of which can usually be relied upon.
- 3. With respect to commissioned inspections, it is understood that any area of the customer's equipment that cannot be inspected will be marked as "not inspected" in the final report and we shall not be liable for the consequences of any defects found in such areas after the services have been performed. Furthermore, the customer acknowledges that recommendations made in reports are of a preliminary nature only and do not represent final technical solutions proposed and warranted by us. Any express or implied representation, performance, opinion or advice given before, after or during the in-

spection which is not expressly within the scope of the services is given in good faith and without warranty of any kind (whether in contract, warranty or tort, including negligence), tort - including negligence or breach of any statutory duty, misrepresentation, restitution or otherwise), and on the understanding that we and our employees shall have no liability whatsoever, on any legal grounds whatsoever, for the customer's compliance or non-compliance with said representation, performance or advice.

4. Further claims are excluded.

## XVII. Provisions on export controls and sanctions

- 1. Customer shall comply with all applicable sanctions, export control, customs and foreign trade laws and regulations ("Foreign Trade Regulations") for all products to be delivered, services to be provided and activities undertaken under this agreement. customer shall advise supplier in writing as early as possible, but not later than two weeks following the date of order, and also in case of any alterations to the order, of any information and data required by supplier to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export, import, re-export in case of resale, or in-country transfer.
- Supplier shall not be obligated to fulfill this agreement if such fulfillment upon supplier's reasonable discretion is prevented by any impediments arising out of Foreign Trade Regulations. Agreed delivery and performance periods and dates, as the case may be, shall be extended or rescheduled, as applicable, by the length of the impact of the respective impediment, and supplier shall take appropriate steps inform customer of the underlying circumstances in a reasonable manner. If the end of such impediment is not foreseeable or is likely to occur more than two months in the future, each Party is entitled to fully or partly withdraw from the affected contractual agreement unless otherwise agreed in writing by the Parties.
- Neither the customer nor any of the officers, managers, employees, agents or other representatives acting on behalf of or on the express, implied or apparent authority of the customer is a person that is, or is owned or controlled by persons that are the target of any Foreign Trade Regulations, or are located, organized, or resident in a country or territory that is the target of territory-wide sanctions (including as of the date of this agreement, Belarus, Cuba, Iran, North Korea, Russia, Sudan, South Sudan, Syria, Venezuela, the Crimea, Sevastopol and the so-called republics of Donetsk, Luhansk, Cherson and Zaporizhia). If at any point the customer is unable to make the foregoing representation, supplier is entitled to terminate this contract immediately.
- 4. The customer warrants and represents that it will not sell/de-liver/forward/re-export the products/services that are the subject of this agreement, or any part thereof, directly or indirectly to any sanctioned person and that it has conducted all necessary checks and performed appropriate due diligence to determine that such person is not a sanctioned person within the meaning of foreign trade law or a person from a country or territory that is subject to a trade or import ban, which is subject to a trade or import ban, including, in particular, Belarus, Cuba, Iran, North Korea, Russia, Sudan, South Sudan,



Syria, Venezuela, Crimea, Sevastopol, Donetsk, Luhansk, Cherson and Zaporizhia (the Russian-occupied regions of Ukraine), unless such activity is in accordance with applicable foreign trade law.

# XVIII. Export certificate

- If the customer exports the goods from the territory of the Federal Republic of Germany or has them exported by a third party, he/she shall provide us with the export certificate required for tax purposes. Otherwise, the customer shall pay us an amount equal to the value added tax rate applicable to domestic deliveries from the invoice amount.
- 2. For each tax-exempt intra-Community delivery ex-Germany to another EU member state, the customer of the goods is obliged, in accordance with § 17a and 17c of the Value Added Tax Implementing Regulation, to provide us with proof of the actual arrival of the goods (confirmation of arrival). The proof shall be furnished on a form provided by us. If such proof is not furnished, the customer shall pay the rate of value added tax applicable to deliveries within the Federal Republic of Germany in respect of the previous (net) invoice amount.
- XIX. Place of performance, place of jurisdiction, applicable law and other matters
  - The obligations arising from the contracts concluded with us are to be fulfilled at our registered office in Dortmund.
  - The conclusion, content, interpretation and amendment of the contract shall be judged in accordance with the substantive law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International

- Sale of Goods of 11 April 1980.
- Dortmund shall be the place of jurisdiction for all disputes in connection with our deliveries or services or from any other connection with the contractual relationship.
- Should any individual provision or any part of any provision in these General Terms and Conditions of Sale be or become void, illegal or unenforceable, the validity of the remaining provisions shall in no way be affected.
- XX. Suppliers/service providers/providers information according to Art. 13 EU General Data Protection Regulation

In accordance with Art. 13 EU GDPR, we would like to point out that we will store the customer's data on the basis of the EU General Data Protection Regulation. The information according to Art. 13 GDPR can be found at <a href="https://www.thyssenkrupp-rotheerde.com/dsgvo">www.thyssenkrupp-rotheerde.com/dsgvo</a>

\*) In particular, these include:

thyssenkrupp rothe erde Italy S.p.A. thyssenkrupp rothe erde Slovakia a.s. thyssenkrupp rothe erde Spain S.A. thyssenkrupp rothe erde UK Ltd. thyssenkrupp rothe erde France