

1. Applicable Law

1.1. The contracts concluded between NGS Trading & Consulting GmbH as the supplier (hereinafter referred to as "Supplier") and the buyer, including the following contractual conditions, their formation, validity, interpretation, and execution, as well as all other legal relationships between the parties, shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), unless otherwise agreed in individual cases.

1.2. All deliveries and services of the Supplier are subject to these conditions and any separate contractual agreements. Deviating purchasing conditions of the buyer shall not become part of the contract even if the order is accepted. Reference is made to the Tegernsee customs, which, pursuant to Section 346 of the German Commercial Code (HGB), are legally incorporated into the contracts as commercial customs.

1.3. The Supplier's offers are generally non-binding. If a written offer from the Supplier exists and no other agreement is made, the offer shall be binding for a period of fourteen (14) days from its issuance. A contract is concluded upon the Supplier's textual order confirmation or by delivering the goods in response to an order.

1.4. The Supplier reserves ownership and copyright rights to samples, cost estimates, drawings, and similar information of a tangible and intangible nature—including in electronic form—unless they are intended to form part of the contractual performance. Such items may not be made available to third parties without the Supplier's prior express consent.

1.5. The Supplier undertakes to make documents designated as confidential by the buyer accessible to third parties only with the buyer's consent.

2. Price and Services

2.1. Unless otherwise agreed, prices are ex-warehouse, excluding packaging, transport, and unloading. If shipment is requested by the buyer, packaging and shipping costs are derived from the Supplier's current price list. The goods will be packaged in a commercially customary manner if required based on the Supplier's discretion. Prices are exclusive of statutory value-added tax (VAT).

2.2. Unless otherwise agreed, insurance is not included in the price. A standard legal liability coverage of €520.00 applies. Additional insurance can be arranged based on the contract value, with costs calculated accordingly.

2.3. Unless otherwise agreed, invoices are payable immediately upon delivery or availability of goods. Payments must be made promptly and without deductions (e.g., discounts), no later than

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30 days after receipt of the invoice. After the 30-day period, the buyer is in default unless there is a right to withhold performance under Section 320 BGB.

2.4. The buyer may only withhold payments or set off counterclaims if such claims are undisputed, recognized by the Supplier, or legally established.

2.5. In case of payment default, the Supplier will charge default interest equivalent to the interest rate on bank loans applicable to major German banks, but at least 8% above the applicable base rate.

2.6. If the Supplier becomes aware of circumstances that significantly diminish the creditworthiness of the buyer after the conclusion of the contract (e.g., initiation of insolvency proceedings), the Supplier has the right to refuse performance and set a reasonable deadline. Within this period, the buyer must perform their obligations concurrently or provide security. If the deadline lapses, the Supplier may withdraw from the contract in written form and make all claims under the business relationship immediately due.

2.7. If material costs such as raw materials, wages, or other operational costs increase or decrease after the conclusion of the contract and before delivery, and the threshold of material price increases (20% or more) is exceeded, the price may be adjusted accordingly. For decreases in costs, the buyer has the right to request a price adjustment using the same logic.

2.8. The Supplier does not guarantee specific characteristics, durability, or properties of the goods as stated in catalogs, price lists, or other printed materials. The supplier guarantees the quality as agreed in his offer and order confirmation.

3. Delivery Times and Delays

3.1. Delivery times are determined by mutual agreements. Adherence to these times requires that all commercial and technical questions are clarified, and the buyer fulfills all their obligations. Otherwise, the delivery time may be extended accordingly, except where delays are attributable to the Supplier.

3.2. The delivery period is deemed met if the goods have left the Supplier's warehouse or if readiness for dispatch has been communicated before the deadline.

3.3. If dispatch or acceptance is delayed due to reasons attributable to the buyer, storage costs may be charged starting one month after notification of readiness. For storage at the Supplier's site, this may amount to 0.5% of the invoice amount per month, capped at 5%. The buyer may provide evidence of lower costs.

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3.4. Alternatively, the Supplier may, after setting a reasonable deadline, withdraw from the contract or claim damages. In case of damages, the Supplier may claim a minimum of 25% of the net sales price unless the buyer proves lesser damages.

3.5. Other statutory rights of the Supplier in cases of default or refusal of acceptance by the buyer remain unaffected.

3.6. In the event of incorrect or untimely delivery to the Supplier by its upstream suppliers, the delivery period may be extended correspondingly if the Supplier had secured a sufficient contract for supply.

3.7. For prolonged events beyond the Supplier's control (e.g., force majeure or supplier default), the Supplier reserves the right to withdraw from the contract after a maximum of six weeks.

3.8. The buyer may only withdraw if the Supplier fails to deliver entirely or partially before the risk transfers.

4. Force Majeure

4.1. If non-compliance with delivery times is due to force majeure, labor disputes, or other events beyond the Supplier's control (e.g., war or pandemics), the Supplier is released from their delivery and performance obligations for the duration of such events. This does not apply if the hindrance is permanent or occurs when the Supplier is already in default. Delivery times and deadlines shall be extended accordingly. The Supplier shall promptly notify the buyer of the beginning and end of such circumstances.

4.2. "Force Majeure" means the occurrence of an event or circumstance that prevents a party from fulfilling one or more of their contractual obligations under the agreement, provided that the affected party can prove:

(a) the hindrance is beyond their reasonable control;

(b) the hindrance was not reasonably foreseeable at the time of contract conclusion;

and

(c) the effects of the hindrance could not reasonably have been avoided or overcome by the affected party.

4.3. A party successfully invoking this clause is released from their obligation to fulfill the contractual duties and any liability for damages or other remedies for breach of contract, starting from the time the hindrance causes an inability to perform, provided that the affected party promptly notifies the other party. If notification is delayed, the exemption becomes effective from the time the notice is received.

4.4. If the hindrance is temporary, the aforementioned consequences apply only as long as the hindrance prevents performance. If the duration of the hindrance deprives the parties of what

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they could reasonably expect under the agreement, either party may terminate the contract within a reasonable period. Unless otherwise agreed, either party may terminate the contract if the hindrance lasts more than 120 days.

5. Shipping, Transfer of Risk, Handover

5.1. If shipping is agreed upon, the risk transfers to the buyer when the goods leave the Supplier's warehouse, even if partial deliveries occur or the Supplier has undertaken additional services such as shipping or installation.

5.2. If shipping or handover is delayed or omitted due to reasons not attributable to the Supplier, the risk transfers to the buyer on the date of notification of readiness for dispatch or acceptance. The Supplier must, at the buyer's expense, take out any insurance requested by the buyer.

5.3. Partial deliveries are permissible if reasonable for the buyer.

6. Retention of Title

6.1. The provisions of this section also apply to all future deliveries, even if the Supplier does not explicitly reference them each time.

6.2. The Supplier retains ownership of the goods until full payment of all claims arising from the contractual relationship, including claims from previous business dealings.

6.3. The Supplier is entitled to insure the goods at the buyer's expense against theft, breakage, fire, water, and other damages, unless the buyer proves they have taken out equivalent insurance.

6.4. As long as the retention of title exists, the buyer may neither pledge nor assign the goods as security. In the event of third-party interventions, such as seizure, the buyer must inform the third party of the Supplier's ownership and notify the Supplier immediately. Costs incurred for legal action to protect the Supplier's rights under § 771 ZPO are borne by the buyer unless recoverable from the third party.

6.5. The buyer is entitled to resell or process the goods in the ordinary course of business, even before ownership has transferred. In such cases:

- The buyer assigns to the Supplier all claims arising from resale in the amount of the invoice total (including VAT). If the Supplier holds joint ownership, the assignment covers only the share corresponding to the Supplier's ownership share.
- The Supplier agrees not to disclose the assignment as long as the buyer meets their payment obligations.

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6.6. If the goods are processed or inseparably mixed with other items not belonging to the Supplier, the Supplier acquires co-ownership of the new product in proportion to the value of the goods compared to the other items at the time of processing or mixing.

6.7. If the processing or mixing results in the buyer's item being the principal object, the buyer transfers proportional co-ownership to the Supplier and holds the item in safekeeping for the Supplier.

6.8. In case of mixing or incorporation into a third party's property, the buyer assigns all claims against the third party arising from this process to the Supplier.

6.9. If the buyer defaults on payment, the Supplier is entitled to demand the return of the goods and withdraw from the contract. The demand for return does not constitute a withdrawal unless expressly stated.

6.10. If the buyer's payment delay exceeds four weeks, the Supplier may temporarily repossess the goods without withdrawing from the contract.

6.11. Filing for insolvency by the buyer entitles the Supplier to withdraw from the contract and demand the immediate return of the goods.

7. Defects Liability

7.1. The buyer must immediately inspect the goods for visible defects, shortages, or incorrect deliveries and report such issues in writing before processing or installation, but no later than seven days after delivery. Claims for defects that do not or only insignificantly affect the value or usability of the goods are excluded.

7.2. The Supplier shall, at their discretion, repair or replace any parts that are unusable or significantly impaired due to circumstances existing before the transfer of risk. If repair or replacement fails twice or is unreasonable, the buyer may reduce the purchase price or withdraw from the contract in accordance with legal provisions. Any claims for damages are subject to the conditions outlined in Section 8.

7.3. The buyer must allow the Supplier the necessary time and opportunity to perform all required repairs and replacements. Failure to do so releases the Supplier from liability for resulting consequences. In urgent cases (e.g., risk to operational safety or prevention of excessive damage), the buyer may rectify defects themselves or via third parties and request reimbursement from the Supplier, provided the Supplier is promptly informed.

7.4. The Supplier assumes no liability for defects arising from unsuitable or improper use, processing, storage, defective installation or further processing by the buyer or third parties,

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natural wear and tear, or external factors (e.g., chemical or environmental influences) unless attributable to the Supplier.

7.5. If the buyer or a third party conducts unauthorized repairs, the Supplier is not liable for resulting defects or damages. The same applies to modifications made to the goods without the Supplier's prior consent.

7.6. Defect claims, except for those under §§ 478, 479, 438(1)(2), 634a(1)(2) of the German Civil Code (BGB), expire one year after delivery.

7.7. Variations in color, structure, and other natural differences within a natural products and minerals type are inherent to the material and do not constitute defects or grounds for complaints. Buyers are advised to seek professional advice on the characteristics of the material before use.

7.8. If the goods are subject to manufacturer warranties, such warranties are provided directly by the manufacturer based on their terms and do not affect the Supplier's contractual obligations.

7.9. Statements by manufacturers regarding the quality or durability of their products do not form part of the contract and are not considered implicit agreements on product characteristics.

8. Liability for Damages

8.1. The Supplier is liable for damages caused by intent or gross negligence on their part or that of their representatives or agents, in accordance with statutory provisions. For all other claims, liability is limited to damages resulting from:

- Breach of essential contractual obligations (limited to foreseeable, contract-typical damages).
- Injury to life, body, or health.
- Defects fraudulently concealed or covered by guarantees for specific qualities.

8.2. The limitations in 8.1 apply to all claims for damages, including those arising from defects, breach of contractual obligations, or tortious acts. This also applies to claims for wasted expenditures.

8.3. The Supplier is not liable for damages to the buyer's property caused by the goods, such as damage to other items, except in cases of intent or gross negligence or where statutory liability applies.

8.4. For minor negligence, the Supplier is not liable unless it involves delayed performance. The same applies to gross negligence by agents who are not managerial employees.

8.5. The above limitations also apply to the Supplier's employees and contracted third parties.

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8.6. Unless arising from intentional acts or injuries to life, health, or body, claims for damages expire one year after delivery. This does not apply to claims under §§ 478, 479, 438(1)(2), 634a(1)(2) BGB.

9. Exclusion Period / Forfeiture

All claims for damages are forfeited if not asserted in court within three months after the Supplier rejects liability in writing.

10. Exclusion of Returns

Custom-made parts and products specifically manufactured for the buyer are excluded from return to the Supplier. For custom-made products, the buyer is obligated to accept the goods if they are delivered correctly. This also applies to goods specially procured at the buyer's request. This refers to our Extra Large Natural Graphite Flakes (Graphenium Flakes, Flaggy Flakes, ...)

11. Partial Invalidity

Should one or more provisions of these General Terms and Conditions of Sale and Delivery or any other agreement be or become invalid, this does not affect the validity of the remaining provisions or agreements. In place of an invalid provision, a regulation shall apply that comes as close as possible to the economic intent of the parties. Alternatively, the statutory provisions apply.

12. Data Protection

Protecting the data of our contractual partners and avoiding unwanted advertising are very important to us. Therefore, we ensure that our handling of such data complies with the Federal Data Protection Act (BDSG), the General Data Protection Regulation (GDPR), and other applicable data protection and competition laws. Further details can be found in our privacy policy (please specify location, e.g., website).

13. Jurisdiction

13.1. The exclusive jurisdiction for all disputes arising from the contractual relationship is the court responsible for the Supplier's registered office.

3.2. However, the Supplier is entitled to file lawsuits at the buyer's principal place of business.