1. Terms and Conditions of Contract, Applicable Law

a. Our deliveries and services shall be based on our written order confirmation and these General Terms and Conditions of Delivery. Any amendments and deviations from these Terms and Conditions of Delivery shall only be binding for us if we explicitly acknowledge them in writing. The acceptance of the goods delivered shall be deemed confirmation of these conditions.

b. All legal relationships with us are subject to the law of the Federal Republic of Germany, the application of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 is excluded.

2. Price, Payment, Security

a. Our quotes are subject to confirmation. All biases and/or other losses incurred in the recipient country in connection with our delivery shall remain to the risk of the contractual partner, unless the party placing the order is in the absence of any agreements to the contrary. If our processing costs change significantly, we are entitled to make an appropriate price adjustment.

b. Unless a different date has been agreed upon, aIpAddress may be payable within 30 days. We shall send invoices in electronic form as well. Within this context, the Party shall be deemed to have consented to the dispatch of electronic invoices and the respective end date for the invoice.

c. Our contractual performance is subject to the proviso that there are no obstacles standing in the way of performance based on national or international foreign trade provisions, embargoes and/or other sanctions.

3. Delivery

a. The goods shall be shipped to the骨骼. Our delivery terms shall be ex works or warehouse.

b. Delivery periods and deadlines shall always refer only to the approximate time of delivery ex works or warehouse.

c. Each risk shall be transferred to the party placing the order at the latest when the goods leave the factory from which the goods are shipped.

d. With regard to the metal supplied by the party placing the order, the latter shall guarantee a moisture content that is in line with the requirements.

e. We reserve the right to offset any overdue claims against the party placing the order against the latter's credit from the metal delivered unless otherwise agreed.

4. Metal Contracts

a. If a party places an order with us for metal under the current metal market price for the purpose of subsequent processing by us into metal products, then the order shall be deemed to have been made to our order, provided the order is fixed in writing.

b. Our contractual performance is subject to the proviso that there are no obstacles standing in the way of performance based on national or international foreign trade provisions, embargoes and/or other sanctions.

c. All warranty claims and claims for damages – irrespective of the legal grounds – shall become statute-barred 12 months after the receipt of the goods. In the case of hidden defects, the statutory limitation period shall not expire until the risk of damage has passed to the party placing the order.

d. All warranty claims and claims for damages – irrespective of the legal grounds – shall become statute-barred 12 months after the receipt of the goods. In the case of hidden defects, the statutory limitation period shall not expire until the risk of damage has passed to the party placing the order.

e. If our processing costs change significantly, we are entitled to make an appropriate price adjustment.

5. Risk, Delivery, Commercial Clauses, Public Standards

a. Each risk shall be transferred to the party placing the order when the order is placed, and the goods leave the factory from which they are delivered.

b. The party placing the order shall not be entitled to reject partial deliveries.

c. Any delays in delivery and/or the inability to deliver which are not attributable to our fault shall be considered force majeure.

6. Time of Delivery, Obstacles to Delivery, Delay in Delivery

a. Delivery periods and deadlines shall always refer only to the approximate time of delivery ex works or warehouse.

b. Our delivery obligation shall be subject to timely and correct delivery to us, in particular in cases involving subcontracting,第三方 parties involved in the production process or the delivery of secondary materials.

c. If the delay in delivery is due to force majeure, then an appropriate extension of the delivery period may be granted. This provision shall apply irrespective of whether the reason for the delay arises before or after the agreed delivery deadline or at a time at which the customer includes an interruption of operations, loss of production, procurement difficulties, industrial disputes and other circumstances that make delivery by us considerably more difficult.

7. Reservation of Title

a. The goods shall remain our property until the definitive settlement of all current and future claims in connection with the business relationship with the party placing the order.

b. In case the party placing the order is about the manufacturer who is ready to send the goods to us, and we shall acquire ownership of the newly produced goods. If the goods are supplied in combination with other goods, we shall co-own subject to the ratio of the invoiced value of the goods to the invoiced value of the other goods.

c. If our goods are combined or mixed with goods of the buyer and the buyer’s goods are to be considered the main goods, then the co-ownership of the main goods shall be transferred to us based on the ratio of the invoiced value of the goods to the invoiced value of the other goods.

d. If there is no invoiced value from the invoiced value of the other goods, the market value of the goods.

8. Weight, Quantity, Dimensions, Condition, Materials, Deviations

a. The party placing the order must furnish us with all of the necessary information on the inventory of goods that we shall in due course submit and the claims against us are set out in addition, and must inform us of any changes in weight, quantity, and dimensions.

b. If the value of the security furnished exceeds our claims by more than 20%, then we shall release security, as we see fit, at the request of the party placing the order.

9. Warranty

a. The goods must be inspected without delay pursuant to section 377 of the German Commercial Code (HGB).Any material defects or deviations from the specifications that are already apparent at the time of delivery shall be reported within a suitable grace period for reasons for which we are responsible.

b. The acceptance period has come to an end, and the party placing the order no longer has the right to inspect or test the goods.

c. If the limits of indemnity have not been taken out in an amount that is the typical amount for the damage, contract and cancellation periods shall be limited to the damage that is foreseeable for us and is typical given the nature of the contract.

d. Our liability for damages, the liability of our legal representatives or vicarious agents, insofar as the party placing the order is entitled to use the goods that are our property in the normal course of business and to collect from them any proceeds.

10. Technical Advice, Guarantee

a. We provide technical advice to the best of our knowledge and ability. This advice is, however, non-binding and does not release the party placing the order from the obligation to conduct its own tests and trials.

b. The party placing the order shall be entitled to revoke the right to collect claims.

c. In cases involving material defects and defects of title that are not manifestly insignificant, then we shall have the following rights under the statutory provisions.

11. General Limitation of Liability

a. If our obligation to pay damages is based on an only ordinarily negligent breach of material contractual obligations, then we shall not be liable for damages, the liability of our legal representatives or vicarious agents, insofar as the party placing the order is entitled to use the goods that are our property in the normal course of business and to collect from them any proceeds.

b. We exclude our liability for damages, the liability of our legal representatives or vicarious agents, insofar as the party placing the order is entitled to use the goods that are our property in the normal course of business and to collect from them any proceeds.

12. Limitation

a. All warranty claims and claims for damages – irrespective of the legal grounds – shall become statute-barred 12 months after the receipt of the goods. In the case of hidden defects, the statutory limitation period shall not expire until the risk of damage has passed to the party placing the order.

b. In case the party placing the order is about the manufacturer who is ready to send the goods to us, and we shall acquire ownership of the newly produced goods. If the goods are supplied in combination with other goods, we shall co-own subject to the ratio of the invoiced value of the goods to the invoiced value of the other goods.

13. Third-Party Proprietary Rights, Rights to Tools, Confidentiality

a. We shall be entitled to sell a new product in the contract and the processing price that is valid at the time of the order is placed in a order.

b. If the party placing the order is entitled to use the goods that are our property in the normal course of business and to collect from them any proceeds.

14. Place of Performance, Place of Jurisdiction

a. The place of performance for the delivery shall be placed where our registered office from which the delivery is made is located, and the place of performance for payment shall be our registered office.

b. If the party placing the order is about the manufacturer who is ready to send the goods to us, and we shall acquire ownership of the newly produced goods. If the goods are supplied in combination with other goods, we shall co-own subject to the ratio of the invoiced value of the goods to the invoiced value of the other goods.

15. Place Of Performance, Place Of Jurisdiction

a. The place of performance for the delivery shall be the place where our registered office from which the delivery is made is located, and the place of performance for payment shall be our registered office.