All our deliveries and services shall be based exclusively on the terms and conditions of our respective order confirmation and the general terms and conditions of delivery. These terms and conditions are part of the contract. The acceptance of our delivery or service shall be deemed to be the acceptance of our terms and conditions.

These General Terms and Conditions of Delivery shall also apply to all future deliveries and services to the customer, irrespective of whether these General Terms and Conditions of Delivery are expressly referred to in the context of such deliveries or services.

Orders, conclusion of contract

1. Our offers are non-binding subject to change. A contract for the delivery of goods or the provision of services shall only be concluded with us if we accept an order in writing, deliver ordered goods or provide ordered services.

2. We are entitled to accept orders within two weeks from the order date. For this period the customer shall be bound to our offer.

Price, payment, security

3. Unless expressly agreed otherwise in writing, prices are to be paid in Euro and are net plus the applicable value added tax and the costs of transport and packaging. All taxes and other charges (e.g. import duties) incurred for our deliveries and services borne in the invoice are borne by the customer.

4. In the event of a significant change in our production costs, we are entitled to make an appropriate price adjustment.

5. Our performance of the contract shall be subject to the proviso – without prejudice to Clause 12 of these General Terms and Conditions of Delivery – that there are no impediments or unreasonable difficulties to our performance due to decisions or regulations of foreign or domestic law, and that our performance of the contract is not rendered impossible, unenforceable or substantially more difficult by customs regulations of the country of import.

6. Unless expressly agreed otherwise in writing, payment for deliveries and services shall be due 14 days after the invoice date. The date of receipt of payment shall be decisive for compensation or with payment period. We are entitled to send invoices also in electronic form. Costs incurred as a result shall be borne by the customer. We accept all modes of exchange, except for advance payment and on account of performance.

7. We are entitled to determine against which of our claims incoming payments shall be offset. The crediting of bills of exchange and checks shall be subject to encashment.

8. If the customer does not pay by the due date, he shall be in default from this point in time, we shall be entitled to charge default interest at a rate of 8% per annum, but at least 5% above the base rate.

9. We reserve the right to offset claims with which the customer is in arrears against his credit balance from metal delivered and tolling.

10. The customer shall store the goods owned by us carefully, in accordance with our instructions, free of charge, separately from goods of third parties and clearly marked as our property.

11. The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect the proceeds from the sale of such goods for our benefit without any restrictions. We are entitled to entrust the customer with the premium in this context.

12. The customer is entitled to receive the quality of a product,

Deviations, no warranty technical advice

13. A deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and invoice must be proven by the customer.

14. We shall be permitted to deliver up to 10% more or less than the agreed weights, quantities and dimensions, unless this would deviate specifically agreed by the customer from the market situation. The customer is not entitled to assert offsets in this context.

15. The customer is obliged to cooperate in such measures.

16. We shall be entitled to reimburse the customer for any costs incurred by us in order to restore the original legal position, if and in so far we have been unable to dispose of the goods due to a lack of market or exchange rates.

17. We require the customer to notify us without delay of any circumstances which make it substantially more difficult or impossible for us to deliver or perform an obligation, in whole or in part.

Wieland Roessler GmbH, Josefsthaler Str. 4, 87600 Kaufbeuren · Germany · July 2021

– in the event of defects in the goods, insofar as we are liable for personal injury or property damage to privately used goods,

Metal contracts

18. If a customer orders metal at the respective current market metal price at the valid market price at the time for the purpose of subsequent processing from us (Metal contract), the contract shall be concluded on our contract confirmation, in which we confirm the availability and due date of the metal price fixing.

19. Within the period of price fixing specified in our contract confirmation, the customer is obliged to order the metal desired for delivery within the acceptance period, such order shall contain the product specifications (product, quantity, delivery time, invoice date), in particular the final specification of the metal price fixing in the metal contract and the price fixing valid at the time the order is placed.

20. After expiry of the acceptance period, we are entitled to cancel the price fixing or charge a price difference.

21. If the customer does not place an order within the price fixing period, we shall be entitled to cancel the price fixing and to invoice the customer for the price fixing plus any interest incurred up to the date of notification of the cancellation of the order and the price fixing.

22. If the customer also does not place an order within this price fixing period, we are entitled to cancel the metal price fixing and to invoice the customer for the amount of the metal price fixing onto the market at the time of cancellation.

23. In the event that we are required to provide security to our broker with respect to the metal contract, the customer shall be obliged to provide security with such security in the same amount and at the same time.

24. In the event of the termination of the metal contract, invoice payments or similar proceedings are opened against the assets of the customer. The acceptance of the contract remains unaffected. If the customer does not settle the claims for metal payment not yet delivered and/or not yet transferred shall become due retroactively as of the date on which the invoice payments or similar proceedings were opened.

Metal cover

25. The metal cover shall be arranged by the customer with us at the latest 6 weeks before the confirmed delivery date in a suitable form (metal contracts, full price transaction, metal account) in the amount of the intended delivery quantity. Otherwise, we shall be entitled to the corresponding metal price for the period of the time in its relation to the current market.

26. We reserve the right to offset claims with which the customer is in arrears against his credit balance from metal delivered and tolling.

27. The customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN standards.

28. A deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and invoice must be proven by the customer.

29. We are entitled to deliver to the customer only such goods whose quality of a product,

Warranty

30. The customer may inspect the goods immediately after delivery for transport damage, obvious material defects, and which make it substantially more difficult or impossible for us to deliver or perform an obligation, in whole or in part.

31. The customer shall be entitled to request the customer to place the order within seven days by means of a warning letter. If the customer does not place an order within this period, we shall be entitled to cancel the price fixing and to invoice the customer for the price fixing plus any interest incurred up to the date of notification of the cancellation of the order and the price fixing.

32. In the event of defects in the goods, insofar as we are liable for personal injury or property damage to privately used goods, in case of culpable injury to life, body or health,

33. The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect the proceeds from the sale of such goods for our benefit without any restrictions. We are entitled to entrust the customer with the premium in this context.

34. The customer is entitled to receive the quality of a product,
c The customer shall be obliged to take steps to prevent damage immediately after discovery of a defect. With the notice of defect, the customer shall also state the amount of damage expected by him. If any, immediately after the occurrence of circumstances which may influence the amount of damage, the Customer shall notify us thereof in writing. If the customer fails to do so, we shall not be obliged to reimburse any further damages.

11. Third-party property rights, rights to tools, confidentiality, data protection

a If the property rights of third parties are infringed due to deliveries of goods or the performance of services which are based on drawings or other information that has been provided by the customer, the customer shall indemnify us and hold us harmless from and against all damages, claims and costs.

b The customer does not acquire any rights to tooling through full or partial payment of tooling costs. Tooling shall remain at all times and in any event our property.

c Information contained in our documents, e.g. drawings, samples, calculations, shall not be made available to third parties unless it is used for the intended purpose or we have granted our prior written consent.

d The customer shall not be entitled to disassemble, reverse engineer, analyze or reconstruct the goods or to derive any properties therefrom for new products.

e In the context of the contractual relationship, personal data may also be processed. Information on data protection for customers, which states in particular the purposes of processing and your rights in this regard, is available upon request from us.

12. Export and re-export restrictions

a If the customer intends to export or transfer goods to a country or territory against which the United Nations, the European Union, the United States of America, Singapore or China have issued or put into force an embargo or other export or re-export restrictions, or to use the goods for such a country or territory, the customer shall be obliged to notify us thereof in writing prior to the conclusion of the contract.

b If the customer makes a corresponding decision after conclusion of the contract, he is likewise obliged to inform us of this in writing. Such export or transfer is only permitted with our written consent.

c In addition, the customer warrants that it will comply with the relevant export control regulations and embargos in force and possible further sanctions, in particular in Germany, the European Union, as well as the United Nations, the United States of America, Singapore, China and further extraterritorially applicable regulations.

d If the customer further sells on the goods, it shall ensure by means of corresponding contractual provisions with its customers that they also submit to the obligations set out in this section 12. Furthermore, it shall ensure by means of corresponding contractual agreements with its customers that these obligations are also contractually agreed in the further possible supply chain up to the end customer.

e If the customer violates any provision set out in this section 12, we shall be entitled to withdraw from the contract with immediate effect without the customer being entitled to any compensation claims as a result.

13. Place of performance, place of jurisdiction

a The place of performance for deliveries of goods and the performance of services is the location of our respective supplying plant. The place of performance for payments is our registered address.

b For disputes arising from or in connection with a contract, the courts at our registered address shall have exclusive jurisdiction. However, we shall also be entitled, at our sole discretion, to bring claims at the customer's registered address.

14. Applicable law