1. Terms and Conditions of Contract, Applicable Law

a. Our deliveries and services shall be subject to the terms of delivery and our general terms and conditions of sale and delivery. Such terms and conditions are to be understood as part of these terms and conditions of delivery only in so far as they are in agreement with the contract. If processing costs change significantly, we are entitled to make an appropriate price adjustment.

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 base and/or other prices incurred in the recipient country in connection with our delivery shall be subject to the provisions of the General Terms and Conditions of Delivery in the absence of any agreements to the contrary. If processing costs change significantly, we are entitled to make an appropriate price adjustment.

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.

3. Metal Contracts

a. If a party placing an order with us metal order at the current metal and material prices for the purpose of subsequent processing by us, we shall be entitled to demand payment no later than 6 weeks before the confirmed delivery date. When we issue our contractual confirmation and the order, we shall state the material prices, the delivery period, the delivery cost or in the amount of the planned delivery quantity. The price shall consist of the metal price set in the Metal Contract and the processing price that is valid at the time the order is placed.

b. Once the accepted period has ended, we shall be entitled to levy a surcharge on the quantity that has not been processed converted. If we also accept a delivery period that has been extended, we shall be entitled, at any time, to invoice the party placing the order for the quantities that have not been purchased. This invoice, including any interest account, shall be due for payment immediately. The quantity of metal paid for shall be credited to the existing metal account, or the metal account that is still open to be opened (new account), on a one-for-one basis.

4. Risk, Delivery, Commercial Clauses, Public Standards

a. Each risk shall be transferred to the party placing the order to the latest when the goods leave the factory from which the delivery is made, or are ready for collection or dispatch.

b. The party placing the order shall not be entitled to reject partial deliveries, unless all of our claims to payment relating to metal that has not been delivered and/or transferred shall have been paid. If processing in a metal account is not possible, in particular in cases involving foreign trade provisions, embargoes and/or other sanctions, we shall be entitled, once the acceptance period has come to an end, to send the party placing the order aander letter asking the latter to execute the order within seven business days.

5. Metal Contracts

a. If the term of a Metal Contract, insolvency proceedings or similar proceedings are opened in connection with the assets of the party placing the order, and if the insolvency administrator decides against the further performance of the contract, then we may demand payment in full for all of our claims to payment relating to metal that has not been delivered and/or transferred shall have been paid.

b. When it comes to determining the weight of the metal made available on a receivable basis, then only our measurements shall be valid. We shall be entitled to invoice the party placing the order for the amount paid in accordance with the performative measures and information supplied by the party placing the order, we shall provide corresponding documents to prove the weighing results.

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 works or exworks.

b. Our delivery obligation shall be subject to timely and correct delivery to us, in particular in cases involving subcontracting, so that the party placing the order is in a position to deliver the goods in time.

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 cases involving the processing of our goods by the party placing the order, we shall be considered the manufacturer without giving notice of any obligation to any obligee on our part, and we shall acquire ownership of the newly produced goods. If the goods are processed together with other materials, we shall acquire co-ownership based on the ratio of the invoice value of our goods to the total invoice value of the entire processed 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 co-ownership of the main goods shall be transferred to us based on the ratio of the invoice value of our goods to the total invoice value - if it is shown with such invoice value, the market value of - the main goods.

d. The party placing the order shall be entitled to use the goods in the ordinary course of business and to sell the goods;

e. The party placing the order shall already assign to us, as security, all claims in connection with the sale of goods to which we have ownership rights to the extent that this commensurates with our ownership share of the sold goods.

f. The party placing the order is entitled to use the goods that are property in the normal course of business and to collect from the purchase price; the party placing the order agrees as long as the party placing the order grants us a down payment in the amount of the conditions of payment – at a timely manner and there would appear to be no risk to our reservation of title.

7. Price, Payment, Security

a. Our quotes are subject to confirmation. All base and/or other prices incurred in the recipient country in connection with our delivery shall be subject to the provisions of the General Terms and Conditions of Delivery in the absence of any agreements to the contrary. If processing costs change significantly, we are entitled to make an appropriate price adjustment.

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.

8. Metal Contracts

a. If a party placing an order with us metal order at the current metal and material prices for the purpose of subsequent processing by us, we shall be entitled to demand payment no later than 6 weeks before the confirmed delivery date. When we issue our contractual confirmation and the order, we shall state the material prices, the delivery period, the delivery cost or in the amount of the planned delivery quantity. The price shall consist of the metal price set in the Metal Contract and the processing price that is valid at the time the order is placed.

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9. Warranty

a. The goods must be inspected without delay pursuant to section 377 of the German Commercial Code (HGB). Any material defects in the delivery are to be reported to us without delay; the party placing the order may demand that we inspect the goods within 10 weeks of receipt of the goods, although this time limit can be reasonably expected to conduct, must be reported in writing without delay, but within 2 weeks of receipt of the goods itself. If the party placing the order fails to report defects in writing within 10 weeks of receipt of the goods, then we shall be entitled to refuse to compensate the party placing the order for the defect discovery; in writing without delay, but 2 weeks of its discovery at the latest, and any processing measures must be suspended without notification; in writing without delay, but within 2 weeks of its discovery at the latest, and any processing measures must be suspended without notification.

b. If the party placing the order fails to report defects on time, then our goods shall be deemed to have been accepted in spite of the defects, unless we have expressly announced a delay in acceptance. If the same order the party places the order that allows us to accept the defect properly as soon as we have requested the right to do so.

c. Where the party placing the order provides the goods, then we are entitled to assume that the goods are suitable for the purpose of the party placing the order intended.

d. In cases involving material defects and defects of title that are not merely insignificant, then we shall have the following rights and claims which shall be granted to us:

i. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

ii. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

iii. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

iv. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

v. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

vi. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

vii. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

viii. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

ix. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

x. We are entitled to take back the goods if defects or other circumstances other than those in which we have a warranty claim on the goods.

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 entail any obligation on our part. By using the advice, the party placing the order consents in advance.

b. Any offsetting and retention by the party placing the order shall only be permissible if the counter-claim has been established, or if it is uncontested and res judicata effect or is uncontested.

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