1. Terms and Conditions of Contract, Applicable Law

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

A 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

Our prices are subject to confirmation. All base and/or other invoices incurred in the recipient country in connection with our delivery and services shall be understood as the contractual price. The party placing the order 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) It is agreed that we are entitled to charge default interest at a rate that is 9% above the base interest rate published in the federal gazette (Bundesanzeiger).

c) We reserve the right to offset any overdue claims against the party placing the order against the latter’s credit from the metal in possession of the party placing the order. Bills of exchange and cheques shall be accepted only if they can be cleared within the credit period.

3. Metal Contracts

a) A party placing an order with us may have metal delivered at the prevailing market price that applies at the time of the order.

b) If the performance of the contract is jeopardised by an inability to pay on the part of the party placing the order, which shall be the case if the party placing the order is not in default itself on an obligation under the business relationship.

1. General Terms and Conditions of Delivery

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