All our deliveries and services shall be based exclusively on the terms and conditions of our respective order confirmation and these General Terms and Conditions of Delivery. Different provisions in the order confirmations or in the contracts form 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.

1. Orders, conclusion of contract

a) 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 by an order in writing, delivery ordered goods or provide ordered services.

b) The customer shall be entitled to accept orders within two weeks from the order date. For this period the customer shall be bound to his order.

2. Price, payment, security

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

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

c) The performance of the contract shall be subject to the proviso - without prejudice to Clause 14 of these General Terms and Conditions of Delivery - that there are no impediments or unreasonable difficulties to our performance due to force majeure, strikes, lockouts, personal accidents, natural disasters, epidemics, pandemics, which includes, for example the Covid-19 pandemic and the restrictions based on it, as such travel restrictions, border closures, transport restrictions on orders and delays and plant closures caused by public authorities and other events which are beyond our control and which make it substantially more difficult or impossible for us to deliver or perform an obligation, in whole or in part. In this event from our obligation for the delivery of goods or the provision of services shall be suspended and we shall notify the customer of this immediately. If we are already in default at the time of the occurrence of the force majeure event, in such case, our delivery or performance time shall be extended by a period corresponding to the duration of the disruption.

d) We shall in any case only be in default with an obligation under the contract, if after the due date of the respective obligation, we do not perform such obligation within a reasonable grace period following a written warning letter from the customer. In such case, and such non-performance is due to reasons we are attributable to, a further prerequisite is that the customer is not itself in default with an obligation arising from the business relationship.

3. Transfer of risk, delivery, standards

a) 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.

b) In the event that we are required to provide security to our broker with respect to the metal contract, the customer shall otherwise provides us with the necessary information on the goods which are our property.

c) Unless expressly agreed otherwise in writing, payments for deliveries and services shall be due 30 days after the invoice date. The date of receipt of payment shall be decisive for claims with an payment period. We are entitled to send invoices also in electronic form.

d) Costs of transport shall be borne by the customer. We accept deliveries of goods or services only after prior agreement and at the customer's account.

4. Metal cover

a) The customer must inspect the goods immediately after delivery for transport damage, obvious material defects, and notify us in writing of any complaints immediately and in any event no later than 2 months after the goods have left our supplying plant.

b) The processing of our goods by the customer shall be carried out on behalf of us, without any obligations arising for us. Moreover, the goods remain our property even after their use or incorporation in another good at this point.

c) Unless expressly agreed otherwise in writing, payments for the metal cover are due 30 days after the invoice date.

d) 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 interest and a reasonable amount of damage for default interest at a rate of 10 percent per annum of the amount due with interest.

e) In the event of non-payment, we shall be entitled to make further rectification attempts. If the rectification has failed, we shall be entitled to withdraw from the contract and make a claim for compensation of the value of the contract and the incurred costs and compensation for any costs incurred by us.

5. Deviations, no warranty, technical advice

a) Metal covers are delivered in the event of deviations from the specifications of the contract to the extent of our ownership share in the sold goods.

b) Any deviation of the order is to be deemed as a justified reason of the customer to apply for compensation for the deviations.

c) The customer is obliged to cooperate in such measures. The customer is obliged to cooperate in such measures. The customer is obliged to cooperate in such measures.

6. Transfer of risk, delivery, standards

a) Unless expressly agreed otherwise in writing, damages shall be only be liable - irrespective of the legal basis - as follows in the case of: claims for damages not caused to the goods themselves, we shall only be liable as follows - irrespective of the legal basis - as follows if:

- in the event of gross negligence on the part of our shareholders, members of our governing bodies or our executive board,
- in the event of culpable injury to life, body, or health,
- in the event of defective supply or service, provided we have fraudulently concealed or with regard to which we have assumed a guarantee for the quality of a product,
- in the event of defects in the goods, if we are able to prove personal injury or property damage to privately used objects in accordance with mandatory product liability and the customer is actually held liable accordingly.

b) In the event of gross negligence, the customer is held liable according to the following rules:

- in the event of gross negligence on the part of non-executive employees and in the event of material negligence, in the latter case, however, our liability shall be limited to reasonably foreseeable damage typical of the contract, but not exceeding the net price paid by the customer for the goods or services ordered.

7. Retention of title

a) Supplied goods shall remain our property until the definitive settlement of all current and future claims arising from or in connection with the business relationship with the customer.

b) The processing of our goods by the customer shall be carried on behalf of us, without any obligations arising for us, and the customer is not entitled to any ownership of the processed goods.

c) Our ownership of the goods remains with us until full payment of all outstanding invoices has been made.

d) We shall acquire ownership over the goods based on the ratio of the invoice value of our goods to that of the other materials.

e) If the goods are combined with or mixed with other goods, the goods shall remain our property and the invoiced value shall adjust the invoiced value of the goods and shall be allocated to the invoiced value of the goods.

f) In such cases, the customer shall be deemed to be the customer of the concerned goods.

g) All claims of the customer arising from the sale of those goods to which we hold ownership rights are hereby assigned to us and are due to us immediately on demand.

h) We shall own the goods sold to you carefully, in accordance with our instructions, free of charge, separately from goods of third parties and clearly marked as our property.

i) The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect security for these goods, as if we still owned them, and to invoice the customer for the difference between the fixed price set out in the contract confirmation and the metal price at the time of delivery.

8. Deviations, no warranty, technical advice

a) A deviation in weight, quantity or specification of the supplied goods from our delivery bill and invoice must be proved by the customer.

b) We shall be permitted to deliver to 10% more or less than the agreed weights, quantities, and dimensions, unless this deviation is specifically agreed upon in the contract confirmation.

c) In the event of deviations from the specifications of the contract to the extent of our ownership share in the sold goods.

9. Warranty

a) The customer must inspect the goods immediately after delivery for transport damage, obvious material defects, and notify us in writing of any complaints immediately and in any event no later than 2 months after the goods have left our supplying plant. In the event of higher moisture, a corresponding weight deduction shall be made.

b) The customer is entitled to make further rectification attempts. If the rectification has failed, we shall be entitled to withdraw from the contract and make a claim for compensation of the value of the contract and the incurred costs and compensation for any costs incurred by us.

10. Limitation of liability

a) For damages not caused to the goods themselves, we shall only be liable - irrespective of the legal basis - as follows if:

- in the event of gross negligence on the part of our shareholders, members of our governing bodies or our executive board,
- in the event of culpable injury to life, body, or health,
- in the event of defective supply or service, provided we have fraudulently concealed or with regard to which we have assumed a guarantee for the quality of a product,
- in the event of defects in the goods, if we are able to prove personal injury or property damage to privatively used objects in accordance with mandatory product liability and the customer is actually held liable accordingly.

b) In the event of gross negligence, the customer is held liable according to the following rules:

- in the event of gross negligence on the part of non-executive employees and in the event of material negligence, in the latter case, however, our liability shall be limited to reasonably foreseeable damage typical of the contract, but not exceeding the net price paid by the customer for the goods or services ordered.

...
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 rather 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, Austria, 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