General Terms and Conditions of Delivery

1. Terms and Conditions of Contract, Appliancable Law

a Our deliveries and services shall be based on our written order confirmation and these General Terms and Conditions of Delivery. Any terms and conditions that are contrary to, or deviate from, these Terms and Conditions of Delivery shall only have binding effect for us if we explicitly acknowledge them in writing. The acceptance of the goods delivered shall be deemed tantamount to the acknowledgement of our terms and 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 taxes and/or other levies incurred in the recipient country in connection with our deliveries and services shall be borne by 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.

Fixed metal prices cannot be subsequently altered.

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 Unless agreed otherwise, the purchase price shall be payable 30 days after the invoice date. We are entitled to send invoices in electronic form as well. Within this context, the Parties shall be deemed to have consented to the dispatch of electronic invoices if they actually follow this procedure, meaning that they tacitly approve it. Payment periods shall begin on the invoice date; the day on which payment is received shall be deemed decisive when it comes to determining adherence to all deadlines.

The party placing the order shall bear all costs and expenses. We shall only accept bills of exchange subject to a prior agreement and as conditional payment.

We are entitled to determine which receivables incoming payments shall be offset against. Bills of exchange and cheques shall be credited subject to their being cleared.

d From the due date onwards, we are entitled to charge default interest at a rate that is 9% above the base interest rate published in the federal gazette (Bundesanzeiger).

e Any offsetting and retention by the party placing the order shall only be permitted if the counter-claim has been established with res judicata effect or is uncontested.

f If the performance of the contract is jeopardised by an inability to pay on the part of the party placing the order, which shall also be the case if the credit limit of a commercial credit insurance policy is cancelled, then we shall be entitled to refuse to render the services we owe and also to revoke any periods for payment that we have granted and demand advance payment as security. We shall also be entitled to with-draw from the contract. If the party placing the order defaults on payment, then we shall be entitled to take the goods back and enter the premises of the party placing the order for this purpose. We are also entitled to prohibit the selling on, further processing and removal of the delivered goods.

3. Risk, Delivery, Commercial Clauses, Public Standards

a Each risk shall be transferred to the party placing the order at 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.

When goods are delivered, we shall determine the forwarding agent, the carrier and the dispatch method.

c The INCOTERMS® 2010 shall apply to all commercial clauses.

d The party placing the order is obliged, in cases involving the intra-Community supply of goods and self-collection (using the party's own HGV or a forwarding agent commissioned by it), to provide us with a confirmation of arrival that has been duly completed. If this confirmation is not provided (on time), then we shall be entitled to invoice the party placing the order/invoice recipient for German value added tax and the party placing the order/invoice recipient shall be obliged to pay this to us.

e Where the wording of the order refers to public national or international standards, then the current valid version of these standards shall apply.

4. 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 by our suppliers, in particular in the case of subcontracting, unless we are responsible for the customer's delayed delivery or failure to deliver.

c If delivery is delayed 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 the agreed delivery deadline or at a time at which the contractual partner in question is in default. The term "force majeure" shall include an interruption of operations, loss of production, procurement difficulties, industrial disputes and other circumstances that make delivery by us considerably more difficult.

d In all cases, we shall only be in default if, after the due date and a written reminder issued by the party placing the order, we fail to perform within a suitable grace period for reasons for which we are responsible. This is also subject to the proviso that the party placing the order is not in default itself on an obligation under the business relationship.

e If the delay on our part is due to ordinary negligence, then our liability for damages shall be excluded, except in cases involving damage to life, limb and health. As an alternative, in cases involving ordinary negligence, we shall limit our liability in connection with delays to the damage that is typically foreseeable.

5. 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 this giving rise to any obligations for us, 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 invoice value of the other materials.

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 invoice value - or, if there is no such invoice value, the market value - of the main goods.

In such cases, the party placing the order shall be deemed the custodian.

c 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 is commensurate with our ownership share of the sold goods.

d The party placing the order is entitled to use the goods that are our property in the normal course of business and to collect the assigned claims as long as it meets its obligations under the business relationship with us – in particular the terms and conditions of payment – in a timely manner and there would appear to be no risk to our reservation of title rights.

Otherwise, we shall be entitled, even without exercising our right of withdrawal and without setting a grace period, to demand the provisional surrender of the goods that belong to us at the expense of the party placing the order. The party placing the order must grant us access to our goods for the purposes of stock-taking and taking possession at our request. We are also entitled to revoke the right to collect claims.

e At our request, the party placing the order must provide us with all of the necessary information on the inventory of goods that belong to us and the claims assigned to us as set out above, and must inform its customers of the assignment.

f 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.

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

a The party placing the order must furnish evidence of any deviations relating to the weight, quantity or specifications of the goods delivered from the information supplied by us in the delivery note and invoice.

b Depending on the type of product, deviations from the agreed weights or quantities amounting to up to 10% either way shall be tolerated. The tolerance levels set out in the current valid DIN (German industry standard) version shall apply to the prescribed values. Otherwise, the deviations that are permitted in standard commercial practice shall apply. References to standards, material data sheets, works test certificates, etc. are no guarantee of the characteristics of the goods.

7. Warranty

a The goods must be inspected without delay pursuant to section 377 of the German Commercial Code (HGB). Any material defects, incorrect deliveries and incorrect quantities, insofar as these can be identified by way of inspections that the party can be reasonably expected to conduct, must be reported in writing without delay, but within 2 weeks of receipt of the goods at the latest. If a defect that was not identified during the first inspection is discovered at a later date, then it must be reported in writing without delay, but within 2 weeks of its discovery at the latest, and any processing measures must be suspended without delay.

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 defect. The same shall apply if the party placing the order refuses to allow us to assess the defect properly as soon as we have requested the right to do so.
If the party placing the order processes the goods, then we are entitled to assume that the goods are suitable for the purpose the party placing the order intended.

c In cases involving material defects and defects of title that are not merely insignificant, then we shall have the following rights over and above the statutory provisions:

We are entitled to take improvement measures twice. If the nature of the goods or the defect or other circumstances show that the improvement measures still cannot be deemed to have failed after two rounds of improvement measures and the party placing the order can be reasonably expected to accept this, then we shall be entitled to take more improvement measures. If the improvement measures fail, then the party placing the order shall be entitled to reduce the price or withdraw from the contract as it sees fit.

d If we, ourselves, are not the manufacturer of the product/sub-product or we did not process the product ourselves, then we shall only be liable for damages if we can be accused of being at fault ourselves.

e In cases involving defective partial deliveries, the party placing the order cannot derive any rights regarding the other partial deliveries.

8. Technical Advise, 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 its obligation to conduct its own tests and trials. The party placing the order shall be responsible for adhering to statutory and official provisions in connection with the use of our goods.

b Information on the scope of delivery, dimensions, weights, materials, appearance and performance serves to describe the delivered goods and is no guarantee of the characteristics or durability of the goods. In order to be legally valid, guarantees must be issued explicitly and in writing. If, at the time of the transfer of risk, the goods do not have one of the characteristics guaranteed in this manner, then the rights of the party placing the order shall be based solely on the statutory provisions.

9. 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 limit our liability for damages, or the liability of our legal representatives or vicarious agents, to the foreseeable damage that is typical given the nature of the contract, except in cases involving damage to life, limb or health.

b If our obligation to pay damages is based on an only ordinarily negligent breach of non-material secondary obligations, then we shall exclude our liability, or the liability of our legal representatives or vicarious agents, except in cases involving damage to life, limb or health.

c In all other cases involving liability for damages due to a negligent breach of duty, irrespective of the legal grounds, our liability shall be limited to the damage that is foreseeable for us and is typical given the nature of the contract.

d Alternatively, we shall exclude our liability for damages, the liability of our legal representatives or vicarious agents, insofar as we are responsible for an ordinarily negligent breach of a contractual obligation which does not, based on its nature and consequences, jeopardise the purpose of the contract, except in cases involving damage to life, limb or health.

e The above mentioned provisions shall not apply to claims under the German Product Liability Act (Produkthaftungsgesetz).

f If claims for damages are asserted against us under section 823 of the German Civil Code (BGB) based on producer's liability (Produzentenhaftung), then we shall limit our liability, over and above the provisions set out above, to the indemnity to be paid by our liability insurer.

The limit of indemnity has been taken out in an amount that is the typical amount for the damage, contract and materials. If the insurer does not provide indemnity at all or in full, then our liability shall remain unaffected, limited to the amount of the sum insured. If the limit of indemnity has not been taken out in an amount that is the typical amount for the damage, contract and materials, then we shall limit our liability in such cases to the typical amount for the damage, contract and/or materials.

g The party placing the order is obliged, as soon as a defect is identified, to endeavour to ensure that any further damage is prevented at all costs. When a defect is reported, the party placing the order must specify the amount of the damage that it expects to incur. The party placing the order shall inform us in writing as soon as any circumstances arise that could impact the amount of the damage. If the party placing the order fails to provide us with this notification, we shall not be obliged to reimburse any financial loss that exceeds this amount.

10. Limitation

All warranty claims and claims for damages – irrespective of the legal grounds – shall become statutebarred 12 months after the time of delivery or performance, or – if a longer warranty period has been agreed – after this period expires, insofar as the law does not set out longer mandatory periods pursuant to sections 438 (1) no. 2, 479 (1) and 634a (1) BGB.

11. Third-party Proprietary Rights, Rights to Tools, Confidentaly

a If deliveries based on drawings or other information provided by the party placing the order breach third-party proprietary rights, then the party placing the order shall in-demnify us against all claims.

b The full or partial remuneration for tool costs shall not result in the party placing the order acquiring any rights to the tools themselves.

c All information set out in our documents, e.g. drawings, samples, calculations, must not be made available to third parties unless the case in question relates to use in ac-cordance with the intended purpose or we have issued our explicit written consent in advance.

12. Place of Performance, Place of Jurisdication

a 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.

b If the party placing the order is a registered trader, the place of jurisdiction shall be Ulm.