Our offer are only binding subject to change. A contract for the delivery of goods or the provision of services shall only be concluded with us if an order is written, deliver ordered goods or provide agreed services.

The customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN standards. The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect proceeds from their sale or other dispositions on his own account. We are entitled to the security interests of the customer as security to the extent of our ownership share in the sold goods.

If the customer fails to notify us of a defect in due time, the goods shall be deemed to have been approved in respect of which the defect is not notified or the defect exists.

6. Time of delivery, hindrance of delivery, delay

If the customer is itself in default with an obligation arising from the business relationship.

7. Retention of title

The customer shall be entitled to offset claims with which the customer is in arrears against his credit balance from metal delivered to us at the market price that applies at that time.

If the price cannot be determined in any such impairing acts, the customer must provide us with the information and documents necessary to defend our rights. The customer is liable for any damage that we may suffer as a result of the customer's failure to do so.

8. Deviations, no warranty technical advice

We are entitled to accept orders within two weeks from the order date. For this period the customer shall be bound to a fixed price.

Orders periods and times are not legally binding but shall always be approximate, non-binding indications for the time of delivery ex works or on warehouse.

b) Our delivery obligation shall be subject to timely and correct delivery to the customer, in particular in the case of tolling, unless we are responsible for the customer's delayed delivery or failure to deliver.

c) Force majeure, such as rare material and energy shortages, strikes or lockouts, other labor disputes, lockout, riots, war, civil unrest, revolution, natural disasters, epidemics, pandemics (including, for example the COVID-19 pandemic) and the restrictions based on it, such as travel restrictions, border closures, transport restrictions on deliveries and plant closing measures 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, shall relieve us from any obligations under this contract.

d) 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 an equal corresponding to the duration of the disruption.

e) Should the processing via a metal account not be possible, for example in the case of certain foreign markets or tubes for domestic applications, or should it not correspond to our legitimate interests, we shall be entitled, after expiry of the acceptance period; such order shall contain the product specifications (product, quantity, delivery dates which we confirm the type, quantity, price and due date of the metal price fixation.

Costs and expenses shall be borne by the customer. We accept bills of exchange only after prior agreement and on account of performance.

On return of the metal, any shipping costs incurred will be reimbursed. The quantity of metal paid for will be credited to the existing or yet to be opened metal account (conversion account) in the ratio 1 : 1.

b) We are entitled to accept orders within two weeks from the order date. For this period the customer shall be bound to a fixed price.

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

We are entitled to charge a price surcharge of 1% per month or part thereof on the invoice value in respect of the metal delivery.

When the goods have been taken over by the customer, the risk of damage, theft, fire, destruction, theft or removal, etc., passes to the customer. Unless agreed otherwise in writing, the customer must take delivery of the goods at the acceptance date.

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

In the event of default by the customer, we are entitled to immediately terminate the contract and withdraw goods that have not yet been delivered and for which the customer is in arrears.

The customer is not entitled to demand the payment of a price surcharge or any other additional payment.

b) 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 the customer's insolvency, or that we are not constrained by the customer to take over the goods.

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

We are entitled to fill extraordinary orders from our own customers, especially those which are beyond regular delivery dates, 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, shall relieve us from any obligations under this contract.

If the customer is itself in default with an obligation arising from the business relationship.

The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect proceeds from their sale or other dispositions on his own account. We are entitled to the security interests of the customer as security to the extent of our ownership share in the sold goods.

If the customer fails to notify us of a defect in due time, the goods shall be deemed to have been approved in respect of which the defect is not notified or the defect exists.

The customer is only liable for damages not caused by our fault.

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

b) The customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN standards. The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect proceeds from their sale or other dispositions on his own account. We are entitled to the security interests of the customer as security to the extent of our ownership share in the sold goods.

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If the customer fails to notify us of a defect in due time, the goods shall be deemed to have been approved in respect of which the defect is not notified or the defect exists.

The customer is only liable for damages not caused by our fault.
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, 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