All our deliveries and services shall be based exclusively on the terms and conditions of our respective order confirmation and the respective order form and these General Terms and Conditions of Delivery. Deviations from the order confirmation or these General Terms and Conditions of Delivery shall only apply if and to the extent they are expressly agreed in writing. 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 if we accept an order in writing, deliver ordered goods or provide intended services.
   b. We are entitled to accept orders within two weeks from the order date. For this period the customer shall be bound to order.

2. Price, payment, security
   a. Unless expressly agreed otherwise in writing, prices are to be paid in Euro and are net plus applicable value added tax and the costs of transport and packaging. All taxes and other charges (e.g. import duties) incurred for our deliveries and services are 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. 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 any force majeure.(e.g. strikes, lockouts, civil unrest, Revolution, natural disasters, epidemics, pandemics which includes, for example the Covid-19 pandemic) and the restrictions on such, such as travel restrictions, border closures, transport restrictions or delays and plant closed 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 whose case in part or in whole, we shall be entitled to strike the corresponding amount from the delivery obligation and at the expense of the main goods, co-ownership of the main goods shall pass to us based on the ratio of the invoice value of our goods to the invoice value – or in the absence of such co-ownership the price of the main goods.
   d. In such cases, the customer shall be deemed to be the custodian of the concerned goods.
   e. All claims of the customer arising from the sale of those goods to which we hold ownership rights are hereby assigned to us in the capacity to the extent of our ownership share in the principal goods.
   f. The customer shall store the goods owned by us carefully, in accordance with our instructions, free of charge, separately from goods of third parties and clearly marked as our property.
   g. The customer is entitled to dispose of the goods which are property in the ordinary course of business and to collect all payments which arise in connection with the goods. However, the customer is not entitled to dispose of goods assigned to us in the context of the purchase of goods and services, unless expressly agreed otherwise in writing.
   h. If the customer does not pay by the due date, the customer shall be in default. From this point in time, we shall be entitled to charge default interest and a further claim for damages.
   i. The customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN norms.

3. Metal contracts
   a. If a customer orders metal at the respective current market price at the metal price market at the time of the order for the purposes of subsequent processing from us (Metal contract), the contract shall be concluded upon our confirmation, in which we confirm the availability and, if due date of the market price is specified in the metal contract and the metal price is validated at the time the order is placed.
   b. After expiry of the acceptance period, we are entitled to sell a price surcharge of 12% per month or part thereof on the basis of prevailing market conditions. The customer is entitled to invoice the customer for the products in the case of the market price not ordered, including, but not limited to, accrued interest. The quantity of metal paid for will be credited to the existing or yet to be opened metal account (circular no. 1-1).

4. Metal cover
   a. The metal cover shall be arranged by the customer with us at the latest 6 weeks before the confirmed delivery date in the case of metal cover. In the case of metal cover, we will send the customer the following information:
   i. The metal cover shall be arranged by the customer with us at the latest 6 weeks before the confirmed delivery date in the case of metal cover. In the case of metal cover, we will send the customer the following information:
   ii. The customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN norms.
   j. Unless expressly agreed otherwise in writing, deliveries and services shall be due 14 days after the invoice date. The date of receipt of payment shall be decisive for decline or when payment period. We are entitled to send invoices also in electronic form.
   k. Costs incurred, shall be borne by the customer. We accept billets of exchange only after prior agreement and on account of performance.
   l. We are entitled to determine against which of our claims incoming payments shall be offset. The crediting of billets of exchange and checks shall be subject to encashment.

5. In case of an intra-community transport of goods, where we are not obliged to transport, we will send the customer the following information:
   a. Unless expressly agreed otherwise in writing, payments for deliveries and services shall be due 14 days after the invoice date. The date of receipt of payment shall be decisive for decline or when payment period. We are entitled to send invoices also in electronic form.
   b. Costs incurred, shall be borne by the customer. We accept billets of exchange only after prior agreement and on account of performance.
   c. We are entitled to determine against which of our claims incoming payments shall be offset. The crediting of billets of exchange and checks shall be subject to encashment.
   d. If the customer does not pay by the due date, the customer shall be in default. From this point in time, we shall be entitled to charge default interest and a further claim for damages.

6. The metal cover shall be arranged by the customer with us at the latest 6 weeks before the confirmed delivery date in the case of metal cover. In the case of metal cover, we will send the customer the following information:
   a. The metal cover shall be arranged by the customer with us at the latest 6 weeks before the confirmed delivery date in the case of metal cover. In the case of metal cover, we will send the customer the following information:
   b. Unless expressly agreed otherwise in writing, payments for deliveries and services shall be due 14 days after the invoice date. The date of receipt of payment shall be decisive for decline or when payment period. We are entitled to send invoices also in electronic form.
   c. Costs incurred, shall be borne by the customer. We accept billets of exchange only after prior agreement and on account of performance.
   d. We are entitled to determine against which of our claims incoming payments shall be offset. The crediting of billets of exchange and checks shall be subject to encashment.

7. If the performance of the contract is jeopardized by the customer's inability to pay, which is particularly the case if the credit limit of our trade credit insurance for the customer is cancelled or significantly reduced, we may refuse our delivery and/or perform and receive all payment terms granted and demand advance payment as security. In addition, we are entitled to withdraw from the contract.

8. Delivery, no warranty technical advice
   a. Any deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery list and invoice must be proven by the customer.
   b. We shall be entitled to deliver up to 10% more or less than the agreed weights, quantities and dimensions, unless this is specifically agreed otherwise in writing. The customer is not entitled to make any claim for correcting the tolerance of the delivered goods, as well as to refuse the authorization to collect claims and to collect the claims assigned to us on our own.
   c. 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 the defect. The same shall apply if the customer does not enable us to carry out a proper inspection of a notified defect within 10 working days from the notification.

9. Warranty
   a. The customer must inspect the goods immediately after delivery for transport damage, obvious material defects, incorrect deliveries and shortfalls and notify us in writing of any complaints immediately and in any event not later than 2 weeks after delivery of the goods and/or service and give us the opportunity to inspect the goods at our expense.
   b. The customer must notify us of any defects in the goods within 2 months from the delivery. In case of defective goods, the additional warranty period shall be 3 months from the date on which the rectification proceedings were opened.
   c. The second rectification attempt and that this is reasonable for the customer, we shall be entitled to make further rectification attempts. If the rectification has failed after our second rectification attempt and that this is reasonable for the customer, we shall be entitled to make further rectification attempts. If the rectification has failed, the customer's only remedy is to terminate the contract.
   d. The customer may not derive any rights from defects regarding a partial delivery with regard to the remaining partial deliveries.
   e. The warranty period for deliveries shall be 12 months after delivery of the goods and/or performance of the services. The warranty provisions do not apply to goods which are subject to wear or which have been subject to wear, unreasonably excessive use, or for which no warranty claims can be made within the warranty period due to their very nature.
   f. The customer must report to us in writing of any complaints immediately and in any event not later than 2 weeks after delivery of the goods and/or service and give us the opportunity to perform the goods at our expense. If the customer does not notify us of a defect in due time, the goods shall be deemed to have been approved in respect of the defect. The same shall apply if the customer does not enable us to carry out a proper inspection of a notified defect within 10 working days from the notification.

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:
   b. Our delivery obligation shall be subject to timely and correct delivery to us by the customer, in particular in the case of tolling.
   c. Force majeure, such as raw material and energy shortages, strikes, accidents, natural disasters, labor disputes, riots, war, conflict, civil unrest, revolution, natural disasters, epidemics, pandemics which includes, for example the Covid-19 pandemic and the restrictions on such, such as travel restrictions, border closures, transport restrictions or delays and plant closed 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 whose case in part or in whole, we shall be entitled to strike the corresponding amount from the delivery obligation and at the expense of the main goods, co-ownership of the main goods shall pass to us based on the ratio of the invoice value of our goods to the invoice value – or in the absence of such co-ownership the price of the main goods.
   d. In such cases, the customer shall be deemed to be the custodian of the concerned goods.
   e. All claims of the customer arising from the sale of those goods to which we hold ownership rights are hereby assigned to us in the capacity to the extent of our ownership share in the principal goods.
   f. We are entitled to invoice the customer for the principal goods in the event of the failure of delivery. In such case, our delivery or service time shall be extended by a period corresponding to the duration of the deviation.
   g. 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 and such non-performance is due to reasons that are attributable to us. A further prerequisite is that the customer is not itself in default with an obligation arising from the business relationship.

Wieland-Werke AG · May 2021
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, 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