General Terms and Conditions of Delivery

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 (hereinafter referred to as "[these General Terms and Conditions of Delivery]"). 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, delivery ordered goods or provide offered services.

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

2. Price, payment, security

a. Unless expressly agreed otherwise in writing, prices are list-priced in Euro and are net, plus the currently 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 shall be 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 customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN or EN standards. In the event of higher moisture, a corresponding weight deduction shall be made.

d. Only our measurements shall be decisive for determining the weights of the metal provided to us for tolling. In the event our measurements differ from those of third parties and cannot be proved otherwise, the customer shall bear the consequences of any deviation.

e. 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, delivery ordered goods or provide offered services.

f. The customer must refrain from pledging or other actions that impair our ownership in or other rights to the goods supplied by us.

3. Transfer of risk, delivery, standards

a. The risk of loss and deterioration of the goods shall pass to the Customer at the latest:

i. if we are obliged to transport the goods borne by the carrier and shipping route.

ii. if the goods are transported by road, rail, air, sea or inland waterways, or other modes of transport, at the latest at the time of delivery (i.e., at the time the goods are ready for dispatch). The declared dates for transport shall be decisive; the agreed acceptance date shall be decisive, in the case of justified refusal of acceptance (i.e., as such date has not been agreed, our no-fault right to refuse delivery in accordance with Section 377 of the German Civil Code, BGB, respectively Section 273 of the Commercial Code, HGB)

iii. if we are entitled to partial deliveries, at the latest at the time of delivery of the last part of the delivery.

b. Unless expressly agreed otherwise in writing, deliveries shall be made E/W (Incoterms 2020), with the place of delivery being the customer's business location.

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

i. the event of defects which we have fraudulently concealed or with regard to which we have assumed a guarantee for the delivery.

ii. in case of defects which we have fraudulently concealed or with regard to which we have assumed a guarantee for the delivery.

iii. in case of defects which we have fraudulently concealed or with regard to which we have assumed a guarantee for the delivery.

b. The customer is entitled to replace the goods with new ones. If such replacement is not possible within a reasonable grace period, the customer shall be entitled to withdraw from the contract.

c. The price for the products shall consist of the metal price specified in the metal contract and the processing price at the time of order.

d. After expiry of the acceptance period, we are entitled to offer delivery of the metal at the price in effect at the time of order.

e. In the event that we are required to provide security to our broker with respect to the metal contract, the customer shall provide us with the information necessary on the goods which are our property and documents necessary to secure our rights.

5. Metal contracts

a. If a customer orders metal at the respective current metal price at the metal price valid at the time for the purpose of tolling, unless the localisation of the metal cover has been stated in the order, the contract shall be concluded upon our confirmation, in which we confirm the type, quantity, price and due date of the metal price fixed.

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

c. The customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN or EN standards. In the event of higher moisture, a corresponding weight deduction shall be made.

d. Only our measurements shall be decisive for determining the weights of the metal provided to us for tolling. In the event our measurements differ from those of third parties and cannot be proved otherwise, the customer shall bear the consequences of any deviation.

6. Deviations, no warranty, technical advice

a. Deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and from the actual goods delivered by us.

b. We shall be permitted to deliver to 10% more or less than the agreed weights, quantities and dimensions, unless this conflicts with specifically agreed standards (Section 5 e.). For the delivery of goods, we reserve the right to material- or delivery-related deviations in delivery.

7. Retention of title

a. 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 (hereinafter referred to as "[these General Terms and Conditions of Delivery]"). The acceptance of our delivery or service shall be deemed to be the acceptance of our terms and conditions.

b. The customer's only remedy is the termination of the contract.

c. The customer is entitled to set-off claims against the customer arising from the sale of those goods to which we hold ownership rights to the costs incurred by us in order to retain the normal legal position, and if insolvency we cannot recover these costs from the third party causing the impairment.

d. The customer is entitled to exercise his set-off or retention rights by us if and only if the counterclaim is undisputed with res judicata.

8. Warranty

a. The customer shall be entitled to demand adjustment of the contract if the customer does not receive the delivery or service within a reasonable grace period following a written warning letter from us.

b. The customer shall demand the delivery or service within a reasonable grace period following a written warning letter from us.

9. Limitation of liability

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

i. if the customer is not able to prove such liability in particular because of gross negligence or the like.

ii. in case of injury to life, body or health.

iii. if defects of which we have been regularly or with regard to which we have assumed a guarantee for the quality of a product, if and only if the customer is able to prove such liability to the goods, insofar as we are liable for personal injury or damage to private property used in accordance with mandatory product liability and the customer is actually held liable accordingly.

10. Time of delivery, hindrance of delivery delay

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

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

c. The processing of goods by the customer shall be carried out on our behalf, without any obligations for us, and we shall acquire ownership of the newly created goods. If the goods are processed together with other materials, we shall acquire ownership on the basis of the ratio of the invoice value of our goods to that of the other materials.

Time of delivery, hindrance of delivery delay

b. Force majeure, such as raw material and energy shortages, traffic bottlenecks, operational disruptions, labor disputes, riots, war, armed conflicts, civil war, terrorism, revolution, natural disasters, epidemics, pandemic losses which includes, for example, restrictions from third parties (e.g., customs, border closures, transport restrictions or delays and plant closure measures) by public authorities and other events which are beyond our control and which could not be substantially justified by us for our delivery or perform an obligation, in whole or in part, shall release us from our obligations for the duration of the disruption and to the extent of its effect. This shall also apply if the customer is already in default of a major contract.

If the goods are processed together with other materials, we shall acquire ownership on the basis of the ratio of the invoice value of our goods to the invoice value or - in the absence of such - to the market value of the main goods.

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

The customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN or EN standards. In the event of higher moisture, a corresponding weight deduction shall be made.

Only our measurements shall be decisive for determining the weights of the metal provided to us for tolling. In the event our measurements differ from those of third parties and cannot be proved otherwise, the customer shall bear the consequences of any deviation.

The customer must refrain from pledging or other actions that impair our ownership in or other rights to the goods supplied by us.

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The customer shall terminate to goods supplied by us not effective under applicable law, we shall be entitled to exercise its reserved or retention rights.

The customer may refuse to perform or perform other actions that impair our ownership in or other rights to the goods supplied by us.

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In the event of gross negligence or culpable breach of material contractual obligations (these are obligations the fulfillment of which is essential to the proper performance of the contract and compliance with which the customer may regularly rely on) we shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of minor negligence; in the latter case, however, our liability shall be limited to reasonably foreseeable damage typical of the contract.

b Any further claims for damages or reimbursement of expenses - irrespective of the legal basis - are excluded. Insofar as liability for damages or reimbursement of expenses against us is excluded or limited, this shall also apply with regard to personal liability for damages on the part of our executive bodies and employees.

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 States of America, 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