All deliveries and services shall be based exclusively on the terms and conditions of our respective order confirmation and/or delivery note or invoice. All offers and prices are subject to change. We reserve the right to make adjustments to the prices 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 contract 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 ordered 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 to be paid in Euro and are net of the 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 sold goods 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, if the customer has not been informed about the relevant costs in advance.

c. Our performance of the contract shall be subject to the provision - 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 domestic or foreign regulations of foreign trade law and that our performance of the contract is not rendered impossible, unworkable or substantially more difficult by public regulations of the country of import.

d. Unless expressly agreed otherwise in writing, payments for deliveries and services shall be due 14 days after the invoice date. If payment is not received within the agreed period, interest on arrears shall be due for all due but unpaid invoices as of the due date, in a minimum amount of 4% above the basic interest rate.

3. Transfer of risk, delivery, standards

a. In case of an intra-community transport of goods, where we are not obliged to transport, we will send the customer the documents of dispatch of the goods in the location of our supplier.

b. 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.

c. The limitation period for defects shall be 12 months from delivery of the goods and/or performance of the services, unless the customer has set a longer period in the order confirmation. In the event of higher moisture, a corresponding weight deduction shall be made.

d. The limitation period for defects shall be 12 months from delivery of the goods and/or performance of the services, unless the customer has set a longer period in the order confirmation. In the event of higher moisture, a corresponding weight deduction shall be made.

4. Metal cover

a. The metal cover shall be arranged with the customer at us with the latest 6 weeks before the confirmed delivery date in a suitable format (metal contracts, full price transaction, metal account) in the amount of the intended delivery quantity. Otherwise, we shall be entitled to the corresponding metal price independently for and at the expense of the customer.

b. Only our measurements shall be decisive for determining the weights of the metal products, as to the following, in the event of deviations from the Customer's specifications, we shall prove the weighting results with appropriate documents.

c. We reserve the right to offset claims with which the customer is in arrears against its credit balance from metal delivered or services rendered, and if this cannot be done, the customer is entitled to demand the return of the metal.

d. 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.

5. Transfer of risk, delivery standards

a. In the event of a significant change in our production costs, we are entitled to make an appropriate price adjustment, if the customer has not been informed about the relevant costs in advance.

6. Time of delivery, hindrance of delivery, delay

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

b. Our delivery obligation shall be subject to timely and correct delivery to us by 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 raw material and energy shortages, traffic blockades, operational disruptions, labor disputes, riots, war, armed conflicts, civil war, terrorism, revolution, natural disasters, epidemics, pandemic (including, for example the COVID-19 pandemic) and the restrictions based on it, such as travel restrictions, border closures, transport restrictions or customs for the customer, is to be considered in all cases of force majeure.

d. The customer’s delivery obligation shall be extended as a result of the duration of the hindrance or delay.

e. If we are already in default at the time of the occurrence of the force majeure event, in such case, our delivery or performance shall be extended accordingly in accordance with the duration of the disability.

7. Retention of title

a. If a customer orders metal at the respective current metal price for the purpose of subsequent processing from us (metal contract), the contract shall be concluded upon our contract confirmation, in which we confirm the type, price and due date of the metal price fixation.

b. With the exception of our delivery note, the contract is void until the customer has paid in full and in advance the price due to us, and/or all amounts due to us, as well as any additional and ancillary charges.

c. Delivery and payment of the metal price fixation is due immediately and is non-refundable. All risks of damage or loss of the goods shall be borne by the customer.

d. The customer's only remedy if the steel contract has not been registered in the legal form shall be the customer's option to return the metal.

8. Deviations, no warranty, technical advice

a. In the event of a deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and invoice must be proven by the customer.

b. We shall be entitled to deliver up to 10% more or less than the agreed quantities, prices, quality and specifications, unless otherwise agreed in writing.

c. All our deliveries and services shall be based exclusively on the terms and conditions of our respective order confirmation.

d. If the customer does not pay the due date, it shall be in default. From this point in time, we shall be entitled to charge default interest within the legal framework valid at the time the payment is due or to demand the immediate payment of the due amount.

e. In the event of a deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and invoice, we shall be entitled to charge default interest within the legal framework valid at the time the payment is due or to demand the immediate payment of the due amount.

9. Defects

a. In the event of a deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and invoice, we shall be entitled to charge default interest within the legal framework valid at the time the payment is due or to demand the immediate payment of the due amount.

b. 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 or non-compliance. The same shall apply if the customer does not carry out a proper inspection during the inspection period or if the customer does not inform us of the defect within the period of 14 days after discovery or otherwise fails to prevent the defect.

c. In the event of a deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and invoice, we shall be entitled to charge default interest within the legal framework valid at the time the payment is due or to demand the immediate payment of the due amount.

10. Limitation of liability

a. In the event of a deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and invoice, we shall be entitled to charge default interest within the legal framework valid at the time the payment is due or to demand the immediate payment of the due amount.

b. If the customer’s liability in contract and tort is limited in accordance with the provisions of this section 10.

We stand by our customers in times of stress and support them in securing their financial well-being.

The legal basis for the processing of your data is Art. 6 para. 1 lit. b GDPR.

The personal data collected will be used exclusively for the purpose of fulfilling our contractual obligations and will be deleted once the purpose has been fulfilled.

You have the right to obtain information about your personal data processed, to request rectification, to request the erasure of your personal data, to restrict the processing of your personal data, to object to the processing of your personal data or to the transfer of your personal data. You also have the right to complain to the responsible supervisory authority.

We process your personal data exclusively for our own purposes and exclusively for the purpose of fulfilling our contractual obligations. Your personal data will not be processed by third parties, unless this is necessary for the purpose of fulfilling our contractual obligations.

The use of your personal data is necessary for the purpose of fulfilling our contractual obligations.

We hereby confirm that we are able to comply with the provisions contained in this declaration.

The personal data collected will be used exclusively for the purpose of fulfilling our contractual obligations and will be deleted once the purpose has been fulfilled.

You have the right to obtain information about your personal data processed, to request rectification, to request the erasure of your personal data, to request the restriction of the processing of your personal data, to object to the processing of your personal data, to the transfer of your personal data or to complain to the responsible supervisory authority.

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We process your personal data exclusively for our own purposes and exclusively for the purpose of fulfilling our contractual obligations. Your personal data will not be processed by third parties, unless this is necessary for the purpose of fulfilling our contractual obligations.

The use of your personal data is necessary for the purpose of fulfilling our contractual obligations.

We hereby confirm that we are able to comply with the provisions contained in this declaration.
The customer's claims for damages based on a defect in the products shall become time-barred within the periods indicated in section 9.d.

If our liability is excluded or limited in accordance with the above provisions, the same applies to the liability of our governing bodies, legal representatives, employees, staff and agents.

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 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