I. Scope, offers
1. These General Conditions of Sale apply to all – current and future – contracts with businessmen and companies, legal entities under public law and public-law trusts having regard to supplies, services and usage of the supplied goods or services.

II. Price
1. Unless agreed otherwise, the prices and conditions valid on conclusion of the contract shall apply. Goods shall be invoiced on a “gross for net” basis.
2. If taxes or other external costs contained in the agreed price change or are newly introduced more than four weeks after conclusion of the contract, we shall be entitled to amend the price accordingly.
3. We reserve the right to increase the agreed price for volumes not yet delivered if circumstances occur within a reasonable time that were unforeseen at the time the contract was entered into, which significantly increase the cost of producing and/or purchasing the product concerned from the time the prices were agreed. In this case the Customer may cancel the orders concerned within two weeks of notification of the price increase.

III. Payment and offsetting
1. Unless agreed otherwise or stated otherwise in our invoices, the purchase price shall be payable immediately after delivery without discount in such a way that we can dispose of the amount on the due date. The Purchaser shall bear the costs of the payment transaction. The Purchaser may offset payment only against uncontroverted or legally established receivables; the same shall apply to the exercise of rights of retention.
2. If the term of payment is exceeded or in the event of default of payment, we shall charge interest in the amount of 8 percentage points above the basic interest rate of the European Central Bank, unless higher interest rates are agreed. We reserve the right to assert further claims for damages caused by default.
3. The Purchaser shall be deemed to be in default of payment at the latest 10 days after our recei

IV. Grades, dimensions and weights
1. All delivered goods shall remain our property (reserved property) until all claims have been fulfilled, in particular if the execution of the contract is delayed to an extent that is unreasonable to the parties, in particular if the execution of this contract or other contracts with the Purchaser is jeopardized by the Purchaser’s inability to pay. At our request, the Purchaser shall bear any costs necessary to suspend such seizure or attachment or return the goods.
2. If the Purchaser fails to meet his damage minimization obligations in accordance with the above and details of grades, dimensions, weights and applicability shall not be regarded as assurances

V. Execution of deliveries, delivery periods and deadlines
1. Our supply obligations shall be fulfilled upon correct and punctual supply of goods to us unless we are responsible for the incorrect or delayed supply of goods to us.
2. Details of delivery periods shall be approximate. Delivery periods shall begin on the date of order confirmation and shall only apply subject to the timely clarification of all details of the order and a proper fulfillment of all obligations of the Purchaser, such as the obtaining of all official certificates, the issue of letters of credit and guarantees or the payment of advances.
3. Delivery periods and deadlines shall refer to the time of dispatch ex works or ex stocks. If the goods cannot be dispatched on time for reasons beyond our control, delivery periods and deadlines shall expire if revoked by us, at the latest in the event of default of payment, failure to honor a bill of exchange or filing for bankruptcy. We shall exercise our right of revocation only if it becomes evident after conclusion of the contract that payment resulting from this contract or other contracts with the Purchaser is jeopardized by Purchaser’s inability to pay. At our request, the Purchaser shall immediately inform his customers of such assignment and furnish us with the documents needed to collect the claims, in no case is the Purchaser authorized to assign the claims.

VI. Reservation of title
1. The Purchaser hereby assigns to us all claims receivable resulting from the resale of the reserved property together with all securities which the Purchaser acquires for the claims. Such claims shall serve as security to the same extent as the reserved property itself. If the reserved property is resold by the Purchaser together with other goods not purchased from us, any claims resulting from such resale shall be assigned to us in the proportion of the invoiced value of the reserved property to the invoiced value of the other goods sold. In the case of resale of goods in which we have co-ownership rights according to clause No. 2, the assignment shall be limited to the part which corresponds to our co-ownership rights. Should the reserved property be used by the Purchaser for the purposes of fulfilling a contract for work, the claim arising from such contract for work shall be assigned to us in advance to the same extent.

VII. Grades, dimensions and weights
1. Unless otherwise agreed, grades and dimensions shall comply with the DIN/EN standards and market conventions applicable at the time of conclusion of the contract, or, if applicable, with standard commercial practice. Deviations in grade and weight shall be permissible in accordance with DIN/EN or prevailing practice. References to standards, such as DIN/EN or their components such as material specifications, test certificates and testing standards and details of grades, dimensions, weights and applicability shall not be regarded as assurances or guarantees, nor shall declarations of conformity, manufacturer declarations and corresponding marks such as CE and GS.
2. The weights measured by us or our supplier shall apply. The weighing note shall serve as a record of the weight. Insofar as legally permissible, weights can be measured without weighing according to standards. The standard additions/reductions shall not be affected (commercial weights). Quantities, coil numbers, etc. indicated in the shipment paper shall be non-binding with regard to quantities and weights by agreement. Unless goods are normally weighed individually, the weight of each shipment shall apply. Discrepancies against the calculated individual weights shall be distributed equally over all the individual weights.

VIII. Acceptance testing
1. If an acceptance test has been agreed, it shall take place at the supplier plant or in our warehouse immediately after notification of acceptance readiness. The Purchaser shall bear the personnel costs of acceptance testing, the material/equipment costs of acceptance testing shall be charged in agreement with the price list of the Purchaser.
2. If, for reasons beyond our control, the acceptance test is not carried out, not carried out in good time or not carried out in full, we shall be entitled to ship the goods without acceptance testing or to store them at the expense and risk of the Purchaser and to invoice them to him.

IX. Shipment, transfer of risk, packaging, partial delivery
1. We shall determine the route and mode of shipment as well as the forwarder and freight carrier.
2. Goods reported ready for shipment in accordance with the contract must be collected immediately, otherwise we shall be entitled, after issuing a demand note, to ship or store the goods at our discretion at the expense and risk of the Purchaser and to issue an immediate invoice. The legal provisions on default of acceptance remain unaffected.
3. If, for reasons beyond our control, transport via the planned route or to the planned destination in the planned time is impossible or severely impeded, we shall be entitled to deliver via a different route or to a different destination; the additional costs incurred shall be borne by the Purchaser.
4. On handover of the goods to a forwarder or freight carrier, though no later than on the goods’ departure from the warehouse or supplier plant, the risk, including that of confiscation of the goods, for all transactions, including franco-domicile and carriage-free deliveries, shall pass to the Purchaser. We shall store and warehouse only on the instructions and at the expense of the Purchaser. Unloading commitments and costs shall be borne by the Purchaser.
5. The goods shall be delivered without packaging and without rust protection. We shall deliver packaged goods if this is standard commercial practice. We shall provide packaging, protection and/or transport aids according to our experience at the expense of the Purchaser. They shall be returned to our warehouse. We shall not bear costs incurred by the Purchaser for the return transport or for disposing of the packaging.
6. We shall be entitled to make partial deliveries to a reasonable extent. Standard excess and short delivery in the same volume shall be permissible. The indication of an “approximate” volume shall entitle us to exceed/fall short of the agreed volume by up to 10% and invoice accordingly.
7. We shall be entitled to collect acknowledgement of receipt from the recipient in electronic form.

X. Release orders, successive deliveries
1. Contracts concluded for successive deliveries shall specify appropriate monthly release-order volumes with a breakdown of grades. Otherwise we shall be entitled to determine the volumes and grades at our own discretion.
2. In the total volume of the individual release orders exceeds the contractual volume, we shall be entitled but not obligated to deliver the additional volume. We may invoice the additional volume at the prices applying for the release order or delivery.
3. In the case of release orders, goods reported ready for shipment shall be approved for release immediately. Otherwise, after issuing a warning, we shall be entitled to choose whether to ship the goods or place them in storage of our own choice at the Purchaser’s expense and risk and invoice them immediately.

XI. Liability for quality defects
1. The goods shall be deemed to comply with the contract if they do not deviate or do not deviate significantly from the agreed specifications at the time of the transfer of risk. The contractual compliance and defect-free quality of our goods shall be determined exclusively on the basis of the express agreements on the quality and volume of goods ordered. We shall only accept liability for defects in the delivered goods if they result exclusively from the quality and quantity ordered. Insofar as the suitability and application risk shall be borne exclusively by the Purchaser. We accept no liability for the deterioration, loss or improper treatment of the goods after the transfer of risk.
2. The contents of the agreed specifications and any expressly agreed purpose of use shall not entitle a guarantee; the acceptance of a guarantee shall be subject to a written agreement.
3. The Purchaser shall inspect the goods immediately on receipt. Claims for defects shall only exist if defects are notified immediately, no later than seven days after delivery of the goods, in writing. Concealed defects must be notified in writing immediately after detection, and in all cases before expiry of the agreement period of limitation.
4. If a quality defect exists, we, may, at our own discretion – taking into account the concerns of the Purchaser – meet our obligations either by delivering a replacement or by rectifying the defect. If the defect is not material, the Purchaser shall only be entitled to reduce payment. If we fail to meet our obligations within an appropriate period, the Purchaser may set us a reason for grievance. If this period expires without success, the Purchaser may either reduce the purchase price or withdraw from the contract. No further claims exist. Section XII. remains unaffected.
5. If a defect of title exists, we shall be entitled to meet our obligations by removing the defect of title from two our price list of the goods. Otherwise No. 4 paragraph 2 shall apply accordingly.
6. We may refuse to meet our obligations if this is only possible at unreasonable expense. Unreasonable expense generally exists if the defects necessitate the rectifying our obligations including the necessary expenditures exceed 150% of the final invoiced price (excluding sales tax) of the goods concerned. This shall not include costs in connection with the installation and removal of the defective item and costs incurred by the Purchaser for remedying a defect itself without the statutory requirements being met. We shall not bear expenditures incurred as a result of the sold goods being sent to a different destination than the agreed place of performance unless this corresponds with their contractually agreed use.
7. After the Purchaser has performed an agreed acceptance test, claims for defects which could be identified given the agreed type of acceptance testing shall be excluded.

8. In the event of claims, the Purchaser shall immediately give us the opportunity to inspect the goods concerned; on request the goods concerned or a specimen thereof shall be made available to us at our expense. In the event of unjustified claims, we reserve the right to charge the freight and handling costs as well as the inspection expense to the Purchaser.
9. In the case of goods sold as downgraded material, e.g. so-called illo goods, the Purchaser shall have no claims for defects with regard to the specified reasons for downgrading and any defects which can normally be expected.
10. The Purchaser’s rights of recourse against us pursuant to § 478 BGB shall be limited to the statutory liability in the event of injuries to life, body or health, and for fraud or malfeasance.

XII. General limitation of liability and period of limitation
1. Unless otherwise specified in these Terms and Conditions, we shall bear liability for damages due to the infringement of contractual and non-contractual obligations, in particular unpreventability, default, culpability on initiation of the contract and impermissible acts, only for intent or gross negligence on the part of our legal representatives or vicarious agents, and in the event of culpable infringement of significant contractual obligations. In the event of culpable infringement of significant contractual obligations – except in cases of intent or gross negligence on the part of our legal representatives and vicarious agents – we shall bear liability only for damages foreseeable and typical for this type of contract. Any further liability on our part, including for damage and consequential damage caused by defects, is – as far as legally possible – excluded.
2. These restrictions shall not apply in the event of culpable infringement of significant contractual obligations insofar as the fulfilment of the purpose of the contract is at risk, in cases of mandatory liability under the German Product Liability Act, in the event of injuries to life, body or health, and for fraud or malfeasance.
3. Unless otherwise agreed, claims for defects and contractual claims of the Purchaser against us on account of and in connection with the delivery of goods shall expire by limitation one year after delivery of the goods to the extent that the they do not entail claims for compensation in respect of physical injury or damage to health, or any typical, foreseeable damage or based on intent or gross negligence on the part of the Vendor. This shall not affect the statutory periods of limitation for goods used in accordance with their usual purpose for a building which have caused a defect in the building. Furthermore, sentence 1 shall not apply in cases of gross negligence, intent, injuries to life, body or health, and for fraud or malfeasance.
4. The rectifying of defects or supply of replacement goods shall not cause the period of limitation to begin again.

XIII. Export certificate, sales tax
1. If a Purchaser registered outside the Federal Republic of Germany (foreign buyer) or his representative collects goods or transports or sends them abroad, the Purchaser shall furnish us with the export certificate required under tax law.
2. For shipments from the Federal Republic of Germany to other EU member states, the Purchaser shall notify us prior to shipment of his sales tax identification number under which his profit and income tax is handled within the EU.
3. Otherwise he shall pay the statutory sales tax amount owed by us in addition to the agreed purchase price for our supplies.
4. For tax-free intra-Customs delivery from the Federal Republic of Germany to another EU member state, the Purchaser of the goods is, in accordance with §§ 17a and 17c of the VAT Implementing Regulation, obligated to provide us with proof of the actual arrival of the goods (confirmation of arrival). Said proof shall be given on a form provided by us. Should such proof not be provided, the Purchaser shall pay the value added tax rate applicable to deliveries within the Federal Republic of Germany, calculated on the basis of the respective (net) invoice amount.

XIV. Place of performance, legal venue and applicable law, miscellaneous
1. The place of performance for our deliveries is the supplier plant for supplies ex works and our warehouse for all other supplies. The place of performance for the Purchaser’s payment obligation and the legal venue for both parties to the contract is the domicile of our company. We shall also be entitled to bring an action against the Purchaser at his general legal venue.
3. If a provision of these General Terms and Conditions of Sale is or becomes invalid, this shall not affect the validity of the other conditions.

XV. Data protection
We point out that we will store and process the Purchaser’s data in accordance with the provisions of the GDPR and the BDSG. Detailed information on the handling of personal data can be found in the „Data Protection Information for Business Partners.“

As at: December 2020