

# General Terms and Conditions of Delivery

## 1. Conclusion

Our deliveries are made exclusively based on the following conditions. We hereby expressly object to the buyer's purchasing conditions. They do not bind us even if we do not object again at the time of contract conclusion.

The buyer has been expressly informed of the General Terms and Conditions as part of the purchase agreement. The buyer agrees to their applicability. We are entitled to assign claims from our business relationships. The contractual relationship is exclusively governed by German law, in particular the Civil Code (BGB) and the Commercial Code (HGB).

## 2. Delivery Period, Delivery Date

The delivery period begins on the day of our order acceptance, but not before all execution details have been fully clarified.

The delivery period and delivery date are considered met with the timely notification of readiness for shipment, provided that the dispatch is impossible without our fault.

The agreed delivery period is extended—without prejudice to our rights in case of the buyer's default—by the period by which the buyer is in default with his obligations under this or another contract. This applies accordingly if a delivery date has been agreed. If we ourselves are in default, the buyer must grant us a reasonable grace period. After the expiration of this grace period, the buyer may withdraw from the contract to the extent that the goods have not been reported as ready for shipment by the deadline.

## 3. Shipment

Unless otherwise agreed, shipment is made at our discretion, packed or unpacked, without any responsibility for the cheapest and fastest transport. The goods travel in all cases at the cost and risk of the buyer, even in the case of agreed free delivery. The method and route of shipment are chosen by us. Material reported as ready for shipment must be collected immediately; otherwise, we are entitled to store the goods at the cost and risk of the buyer and to charge them as delivered from stock.

Packaging is charged separately. Crates are not taken back by us.

## 4. Force Majeure, Operational Disruptions

Operational disruptions—both in our operations and in the operations of a supplier—including strikes, lockouts, war, riots, and all other cases of force majeure, release the affected party from the obligation to deliver or accept for the duration and to the extent of the disruption. If the delivery is delayed by more than one month, the buyer is entitled, and if the acceptance is delayed by more than one month, we are entitled to withdraw from the contract with respect to the quantity affected by the delivery or acceptance disruption. No further claims exist.

## 5. Pricing

We charge our prices valid on the day of delivery, unless fixed prices have been expressly agreed.

The prices stated in our offer are subject to the condition that the order data on which the offer is based remain unchanged. They do not include value-added tax. Our prices are ex-works unless otherwise agreed.

For the calculation of the goods, the quantity determined in our warehouse or the weight determined in our warehouse is decisive.

## 6. Call-Offs, Delivery, Acceptance, and Test Certificates

If the delivery period is exceeded, the buyer must set a reasonable grace period. Our liability for non-performance or delivery delay is limited to the invoice value of the quantity of goods that we have not delivered or with which we are in delay. This limitation does not apply if we are guilty of intent or gross negligence.

Call-offs that are not made in time to allow delivery within the agreed period do not entitle either party to withdraw from the contract without establishing default or setting a grace period or to claim damages for non-performance.

Material is only accepted and/or inspected if the corresponding material standards require acceptance or inspection and if this has been expressly agreed. If the buyer orders material of a quality grade for which acceptance is mandatory, the tests are carried out by the manufacturer's plant on the delivery itself, and we deliver a factory acceptance certificate.

Acceptance and inspection take place in all cases in the warehouse or at the delivery plant immediately upon notification of readiness for acceptance. The buyer bears the personal acceptance costs. If the buyer fails to accept or inspect, unreasonably delays it, or waives it, we are entitled to ship the material without acceptance or to store it at the cost and risk of the buyer.

## 7. Qualities and Dimensions

The qualities and dimensions of the material supplied by us are determined exclusively according to the German material standards, unless the application of foreign material standards has been expressly agreed. If no DIN standards exist, trade practice applies, unless the application of certain Euronorms or steel, iron, or material sheets has been expressly agreed.

Quality specifications as well as testing and inspection of the goods require special agreement at the time of purchase. If an agreed test or inspection of the goods has not been carried out, we are not liable. Otherwise, our deliveries are subject to the conditions and reservations of the tube works—suppliers.

## 8. Complaints, Warranty, and Liability

Any complaints regarding the quality or quantity must be raised with the indication of the order data and the invoice and shipment numbers. Obvious defects must be reported within one week after receipt of the goods. Defects that cannot be discovered even with careful inspection within this period must be reported immediately upon discovery, with immediate cessation of any processing, but no later than six months after delivery of the goods, at the place of shipment.

In the case of justified complaints, we are obliged, at our discretion and to the exclusion of other claims, to rectify or replace the goods, up to the value of the order, unless a guaranteed characteristic is missing or we or one of our agents are guilty of intent or gross negligence. The same applies in the case of a justified complaint regarding rectification or replacement. In the case of delayed, omitted, or unsuccessful rectification or replacement, the buyer may withdraw from the contract. The provisions of § 361 BGB remain unaffected. Liability for consequential damages is excluded unless we or one of our agents are guilty of intent or gross negligence or a guarantee is intended to protect the buyer from the occurrence of consequential damage.

Defects in part of the delivered goods do not entitle the buyer to complain about the entire delivery, unless the partial delivery is of no interest to the buyer.

## 9. Transfer of Risk

With the handover to the carrier or freight forwarder, but at the latest upon leaving the warehouse or delivery plant, the risk—including the risk of seizure—passes in any case, e.g., also in the case of fob transactions, to the buyer.

## 10. Payment

Payment must be made net by the 15th of the month following delivery. Discountable and properly taxed bills of exchange are only accepted as payment based on express agreement. Credits for bills of exchange and checks are made subject to receipt and with value date of the day on which we can dispose of the proceeds. No discount is granted for this. Discount and expenses are borne by the buyer. They are due immediately. We are not liable for the timely presentation, protest, notification, and return of the bill of exchange in case of non-payment, unless we or one of our agents are guilty of intent or gross negligence.

If the buyer makes payment—whether in cash or by check—only upon simultaneous issuance of a bill of exchange by us, our claim is not fulfilled by the payment but only by the payment of the bill of exchange.

If the fulfillment of the payment claim is endangered due to a deterioration of the buyer's financial situation that occurred or became known after the conclusion of the contract, we may demand advance payments and immediate payment of all open, even not yet due invoices, retain goods not yet delivered, and stop work on ongoing orders. These rights also apply if the buyer fails to make payment despite a default notice. In addition, we may prohibit the resale of goods delivered under retention of title. In case of the buyer's payment default, interest is payable at the respective bank rates for overdrafts, but at least at 10% plus statutory value-added tax. The assertion of further default damages is not excluded.

The buyer can only set off against an undisputed or legally established claim. The rights under § 320 BGB remain, however, as long as and to the extent that the contractor has not fulfilled his obligations under clause 8 of these conditions.

## 11. Retention of Title

Our deliveries remain our property until payment of all our present and future claims, regardless of the legal grounds, even if payments are made for specifically designated claims. In the case of a running account, the retained title serves as security for our balance claim. If we have issued a bill of exchange in connection with a payment by the buyer, the retained title serves as security for our bill of exchange claim against the buyer. In this case, our—possibly extended—retention of title only expires when the buyer has paid the bill of exchange.

Processing and transformation are carried out for us to the exclusion of the acquisition of ownership under § 950 BGB, without obliging us. The processed goods serve as our security up to the invoice value of the reserved goods.

In the case of processing with other goods not belonging to us by the buyer, we acquire co-ownership of the new item in proportion to the value of the reserved goods to the other processed goods at the time of processing. For the new item resulting from processing, the same applies as for the reserved goods. It is considered reserved goods within the meaning of these conditions. The buyer may only sell our property in the ordinary course of business under his normal business conditions and as long as he is not in default. He is only entitled and authorized to resell the reserved goods on the condition that the claim from the resale is assigned to us. The buyer hereby assigns his claims from the resale to us. We expressly accept this assignment, regardless of whether the reserved goods are sold without or after processing and whether they are sold to one or more buyers.

In the case where the reserved goods are sold by the buyer together with other goods not belonging to the seller, the assignment of the purchase price claim or the purchase price claim of the resale is only valid up to the value of the reserved goods at the time of delivery for the fulfillment of the resale.

If the reserved goods are resold after processing, in particular after processing with other goods not belonging to the seller, the assignment is only valid up to the value of the reserved goods at the time of processing. If the reserved goods are used by the buyer to fulfill a work and work-supply contract, the claim from the work or work-supply contract is assigned in advance to the seller to the same extent. However, the buyer is authorized, as long as he fulfills his payment obligations, to collect the claims assigned to us from the resale; he may not dispose of such claims by assignment. Upon our request, he is obliged to inform his buyer of the assignment to us and to provide us with the information and documents necessary for collection.

If the value of the securities provided to us exceeds our total claims against the buyer by more than 20%, we are obliged, at the buyer's request, to release securities at our discretion. The buyer must notify us immediately of any attachment or other impairment by third parties.

## 12. Place of Performance and Jurisdiction

The place of performance and jurisdiction is, at our option, Düsseldorf or Mainz.

We are also entitled to bring an action at the general place of jurisdiction of the buyer.

## 13. Payment Instructions

All payments with debt-discharging effect are to be made exclusively to the bank account of Coface Finanz GmbH, Isaac-Fulda-Allee 5, 55124 Mainz, to which we have assigned our present and future claims from our business relationships. We have also transferred our retention of title to this institution.