

I. Validity, Quotations

1. These General Terms and Conditions of Sale shall apply to all contracts, even future contracts on deliveries of fungible and non fungible goods and other services, including contracts for work and services, entered into with companies, legal entities under public law and separate funds under public law. The buyer's purchase conditions shall be deemed void notwithstanding the fact that we have not expressly refused to be bound by them upon receipt. As far as our order confirmation contains general terms and conditions that are inconsistent with the following conditions, such general terms and conditions contained in the respective order confirmation shall have priority.
2. Our quotations are subject to confirmation and are non-binding. The contract shall not come into force until we have again confirmed any statement regarding our quotation made by the buyer.
3. Verbal agreements, undertakings, representations and guarantees made by our employees shall not be binding until confirmed in writing. The requirement of the written form shall be deemed observed by fax or e-mail transmission.
4. The interpretation of trade terms shall be governed by the latest version of Incoterms at the time of signing the contract.

II. Prices, Payment and Set-off

1. Except when otherwise stipulated, our prices are quoted plus value added tax and any costs incurred for packaging, transport, freight insurance and customs duties.
2. Provided that the goods are shipped by us, the purchase price shall be payable within 30 days upon receipt of our written notice of dispatch. In the cases pursuant to section III. clause 4 sentence 2. the purchase price shall be payable within 30 days upon receipt of the written notification of the readiness for dispatch and in cases of an agreed collection by the buyer within 30 days after the agreed collection date. If delivery has been agreed to be carried out by us, the goods shall be payable within 30 days after delivery.
3. Any cost of payment transfer shall be borne by the buyer.
4. The buyer shall have a right of retention and right of setting off claims that do not arise from the same legal relationship only insofar as his counterclaims are undisputed or final.
5. Upon exceeding the allowed period for payment, we will charge interests at a rate of 8 percentage points above the base interest rate, and in case of delay at 9 percentage points above the base interest rate, unless higher interest rates are agreed. This shall be without prejudice to the assertion of further damages caused by delay.
6. If, after the signing of the contract, it becomes evident to us that our payment claim is endangered by the lack of solvency of the buyer, or should the buyer fall into arrears with the payment of a considerable part of the outstanding liabilities, or should other circumstances arise that indicate a significant deterioration of the buyer's ability to pay after the conclusion of the contract, we are entitled to the rights according to § 321 German Civil Code (BGB). Furthermore, in any of the aforementioned cases, we shall be entitled to make payable any receivables not yet due from the ongoing business relationship with the buyer, but only to the extent we have rendered our respective service.
7. The buyer shall be entitled to a discount deduction only if agreed accordingly. A discount agreed upon always refers to the invoiced value of the materials (and does not apply to freight and packaging costs, duties and insurances, which are separately reported and calculated) and requires the complete settlement of the buyer's liabilities at the time of discount deduction. Discount periods shall begin with the invoice date.

III. Execution of the Deliveries, Delivery Periods and Delivery Dates

1. In case of incorrect or delayed self-delivery we shall be entitled to a right of withdrawal unless the incorrect or delayed self-delivery is due to our mistake.
2. Unless explicitly otherwise agreed, agreed upon delivery periods and delivery dates shall be no fixed dates and periods within the meaning of § 323 paragraph 2 sentence 2, German Civil Code (BGB) or § 376 paragraph 1, German Commercial Code (HGB).
3. Delivery periods begin with the date of our order confirmation and are only valid on the condition that the buyer has met all of his obligations punctually, e.g. procurement of all official certificates, issuing of letters of credit or guarantees, effecting down payments, transmission of production data and dispatch instructions. Should the buyer

fail to timely meet his obligations, then the delivery periods shall be extended according to the delay caused by the buyer plus an appropriate ramp-up time. The same shall apply to delivery dates.

4. In case of an agreed sales shipment, the time at which the deliveries have been dispatched from the warehouse shall be the decisive factor for compliance with the delivery periods and dates. They are deemed kept with the notice of readiness for dispatch, if goods, after timely provision, cannot be timely dispatched or delivered in due time without default on our part.
5. In the case of late delivery, the buyer can exercise his legal rights to withdraw from the contract only after setting an appropriate period of grace and its fruitless expiry. In such cases, claims for damages are arranged according to section X. of the present terms and conditions.
6. Events of force majeure entitle us to postpone deliveries for the duration of the impediment plus a suitable ramp-up time. Force majeure events include strikes, lockouts at a subcontractor and other circumstances (e.g. operational disturbances, fire, raw material or energy shortages, obstruction of traffic routes, currency or trade or other sovereign measures) that could not have been foreseen by us and remain beyond our control and which render timely delivery considerably difficult or impossible; we shall produce evidence thereof. This shall also apply if the aforementioned impediments occur with a sub-supplier. In the event of force majeure, we will notify the buyer without delay, and we will inform him about the estimated duration of the delay.

Once delays of more than six weeks have been occurred because of this, the buyer shall be entitled to stipulate a period of grace of two weeks and after fruitless expiry to withdraw from the contract to the extent it has not yet been fulfilled. Beyond this, other claims do not exist.

IV. Retention of Title

1. All goods supplied remain our property (goods subject to retention of title) until all receivables have been paid, in particular the respective balance receivables we are owed from the business relationship (overall retention of title). The foregoing shall also apply to receivables arising in future and contingent claims, e.g. from acceptor's bills of exchange and shall apply even where payments are made in respect of specially designated claims. Such overall retention of title shall finally lapse with the compensation of all receivables that are still outstanding at the time of payment and are covered by this overall retention of title.
2. With regard to the machining and processing of goods subject to retention of title, we shall be deemed to be the manufacturer within the meaning of § 950 German Civil Code (BGB), without any obligation for us. Machined and processed goods shall be regarded as goods subject to retention of title within the meaning of section IV. clause 1. In the case of processing, amalgamation and blending of goods subject to retention of title with other goods by the buyer, we shall be entitled to the joint ownership of the new item in proportion to the invoiced value of the goods subject to retention of title compared with the invoiced value of the other goods used. Should our ownership expire as a result of amalgamation or blending, the buyer shall assign to us as of now his rights of ownership to the new stock or product to the extent of the invoice value of the goods subject to retention of title. We hereby accept such assignment as of now. Our joint ownership rights shall be considered as goods subject to retention of title within the meaning of section IV. clause 1.
3. The buyer may sell the goods subject to retention of title as long as he is not in default and provided that receivables from resale are passed over to us in the usual course of business under his usual terms of business according to section IV. clauses 4 to 6. The buyer shall not be entitled to dispose of the goods subject to retention of title in any other way.
4. The buyer shall assign to us as of now all claims arising from any resale of goods subject to the retention of title together with all securities, which the buyer has acquired for the claim. We hereby accept such assignment. They serve as security to the same extent as the goods subject to retention of title. In case the goods subject to retention of title are sold by the buyer together with other goods not sold by us, the buyer hereby shall assign to us as of now his claims arising from the resale in proportion to the invoiced value of the goods subject to retention of title compared with the invoiced value of the other goods sold. We hereby accept such assignment. If the buyer resells goods to which we have joint ownership title according to section IV. clause 2, the buyer hereby assigns to us the amount of the purchase price claim proportionate to our joint ownership share. We hereby accept such assignment.
5. The buyer shall be entitled to collect claims from the sale of these goods. This authorisation for collection shall lapse in the event of our revocation, however no later than upon default of payment, non-redemption of a bill of exchange or application for the opening of insolvency proceedings. We will only make use of our right of revocation

when, after the conclusion of the contract, it is recognisable that our payment claim from this or other contracts with the buyer is endangered by lack of solvency of the buyer. Upon expiration of the authorisation for collection, the buyer shall be obliged upon our request to inform his customers immediately about his assignment to us and to provide us with the documents required for the collection.

6. The buyer shall notify us without delay of any seizure or other impairments by third parties. The buyer shall bear all costs to suspend such seizure or which are required for the return transport of the goods subject to retention of title, insofar as such costs are not borne by third parties.
7. Should the likely realisable value of existing securities exceed the amount of the secured claims including additional claims (interests; costs etc.) by more than 10%, we shall be obliged at the buyer's request to release securities at our choice, until an excess security of maximum 10% has been re-established.

V. Quality of the Goods

1. Any of the internal and external features of the goods, in particular their quality, grade and dimension, must follow agreed standards and, in the absence of a deviating agreement, such DIN and EN standards applicable at the time of concluding of the contract, and in absence of such standards, practice and commercial custom. Reference to norms and similar technical standards, test certificates according to EN 10204 and similar certificates as well as to quality, grade, dimension, weight and applicability of the goods shall not be regarded as representations or warranties, nor shall declarations of conformity and corresponding marking such as CE and GS.
2. We reserve the right to have technical and design deviations from information in prospectuses, catalogues and written documentations as well as model, constructions and material changes in the course of technical progress and the further development that are reasonable to the buyer. Where the buyer orders material under specification of outdated DIN standards, we should be entitled to deliver material that meets the requirements of the follow-up regulation of the outdated DIN standards without having to make a special note in our order confirmation.

VI. Acceptance

1. When acceptance has been agreed, it may be carried out only in our warehouse and immediately after notification of readiness for acceptance. The buyer must ensure that we may commission the acceptance company required by the buyer in the buyer's name and on the buyer's behalf. Unless otherwise agreed, the buyer shall bear his personal cost of acceptance and the cost for material acceptance.
2. Should, through no fault of ours, an agreed acceptance of the goods fail or be delayed or be incomplete, we shall be authorised to directly invoice the goods, and to either dispatch the goods without prior acceptance or to store them at the buyer's expense and risk.

VII. Place of Fulfilment, Shipping, Passage of Risk, Packaging and Partial Delivery

1. In general, the place of fulfilment for our deliveries shall be our warehouse; only in case of third-party deals, the supplier's plant shall be the place of fulfilment. Agreed deliveries shall be, unless otherwise expressly agreed, sales shipments. Representations as free, freight prepaid or carriage paid shall be, unless otherwise expressly agreed, mere cost bearing clauses.
2. Unless otherwise agreed, we shall determine, in case of a sales shipment, the dispatch route and shipping means as well as the forwarding agent and carrier. Freight costs incurred by the forwarding agent and carrier as well as any additional shipping costs and expenses shall be, unless otherwise agreed, borne by the Buyer and will be invoiced to him.
3. Unless otherwise agreed, cross-border deliveries shall be carried out duties and taxes unpaid. If customs, taxes and other levies are raised, they shall be charged to the buyer, unless otherwise agreed.
4. In case of an agreed collection of the goods by the buyer, once reported ready for dispatch as provided in the contract, the goods shall be immediately collected, otherwise we shall be entitled at our choice, upon reminder, to ship such goods at the buyer's cost and risk or to store them at our own discretion and to immediately invoice them to the buyer. In all other respects, the statutory provisions on default in acceptance shall apply.
5. In case of any sales shipment, the risk of accidental loss and accidental damage to the goods shall pass on to the buyer upon handing over the goods to the forwarding agent and, in case of collection, with the contractual provision and with the notification of readiness for collection.

6. If the risk of transport shall not be borne by the buyer and if the goods in transit are damaged, the buyer shall be obliged to ensure the legally required documentation and preservation of evidence.
7. We shall provide insurance cover only if requested by the buyer and at his expense.
8. The goods shall generally be supplied without packaging and protection against rust. We shall effect our deliveries on a packaged basis only to the extent it has been expressly agreed or customary commercial practice. We shall provide packaging as well as protection and/or transportation aids according to our experience and at the buyer's expenses. They shall be taken back at our warehouse. We shall not assume the costs incurred by the buyer for returning or disposing of the packaging.
9. The buyer shall be responsible for unloading the goods and any cost involved.
10. We shall be entitled to effect partial deliveries to a reasonable extent. Furthermore, we are entitled to exceed or fall short of the agreed quantities to a reasonable extent. By indicating a "circa" quantity we shall be entitled to exceed or fall short of such quantities up to 10%. Notwithstanding the aforesaid, in any case, customary deviations in length shall be reasonable for deliveries of rod products.

VIII. Call Orders, Ongoing Deliveries

1. In the case of contracts with ongoing deliveries, the buyer shall, unless expressly otherwise agreed, divide the quantities and grades of the goods into approximately equal monthly shipments, with a lead time of minimum 2 weeks. Should a call remain undone or should it be inappropriate regarding quantity, we shall be entitled to determine the quantities and grade classifications at our own discretion or to replace them appropriately and to deliver the goods upon appropriate notification.
2. If individual calls exceed the contractual quantity, we are entitled to deliver the increased quantity without being obliged to do this. Billing of surplus quantities shall be made, unless otherwise agreed prior to the delivery, on the conditions of the original call order.

IX. Liability for Material Defects

1. With regard to the inspection of the goods and the notification of defects, the statutory provisions shall apply, with the proviso that the obligation to inspect also extend to any test certificates and that notices of defects shall be made in writing or in text form.
2. If the buyer has discovered a defect, the buyer shall, immediately upon discovery, cease any further machining and processing and shall hold the goods ready for inspection. Upon our request, the buyer shall at our expense, send us a sample of the defective material. If the buyer fails to immediately and properly fulfil his obligations to cooperate, all rights with regard to such material defects become invalid.

In the event of unjustified complaints, we reserve the right to debit the buyer with freight and cargo handling charges as well with the cost of inspection at customary prices.
3. If a claim for defects is justified and filed in time, we may, at our discretion, either remedy the defect, take back the defective goods or supply goods free from defects (supplementary performance). The deemed place of supplementary performance shall be, unless expressly agreed otherwise, our place of business; by way of derogation, in case of third-party deals, the place of supplementary performance shall be the place of business of the supplier. If the place of supplementary performance is neither our place of business nor the place of business of our supplier, the buyer shall, at our request and cost, send the goods to our place of business or the place of business of our supplier.
4. We shall bear the costs incurred for conveying the defective item to the place of supplementary performance only to the extent a liability for such damages exists and pursuant to section X. of these terms and conditions.
5. The rights of recourse governed by §§ 478, 479 German Civil Code (BGB) including the buyers' rights stipulated in § 478 paragraph IV German Civil Code (BGB) remain unaffected by the provisions laid down in section IX. clauses 1 to 4.
6. Furthermore, our liability is subject to section X. of the present terms and conditions.

X. General Limitation of Liability and Limitation Period

1. We shall only be liable for the violation of contractual and non-contractual obligations, in particular in the case of non-delivery, default, fault of contractual initiation and tort, also for the behaviour of our executive employees

and simple agents, in the case of intent and gross negligence. Furthermore, liability for gross negligence on the part of simple agents shall be excluded to the extent foreseeable when concluding the contract and contract-typical damage has been exceeded.

2. Such limitations of liability pursuant to section X. clause 1 do not apply in the case of culpable or negligent breach of material contractual obligations, fraudulent concealment of defects in the goods, culpable injury to life, body and health and also not when and insofar we assumed guarantee for the quality of the sold item, as well as in cases of mandatory liability according to the product liability law. Material contractual obligations are such obligations that are a prerequisite for enabling the proper fulfilment of the contract and the compliance of which the buyer may regularly rely on. In the event of breach of material contractual obligations, any liability for simple negligence is limited to contract-typical damage foreseeable when concluding the contract. The burden of proof shall remain unaffected.
3. Contractual claims brought forward against us by the buyer in connection with the delivery of the goods shall expire one year following the delivery of the goods. This period is also valid for such goods which have been used according to their customary manner of use within a building and which have caused its defectiveness, unless this manner of use has been agreed upon in writing. This period shall also not apply to the limitation of our liability arising from wilful and gross negligent breaches of duties, culpably effected damages to life, body and health, recourse claims pursuant to §§ 478, 479 German Civil Code (BGB) as well as claims in accordance with the product liability law.
4. The limitations of liability and limitation provisions of the present section shall apply accordingly to the personal liability of our legal representatives and agents.

XI. Place of Jurisdiction, Applicable Law, Severability Clause

1. Provided that there is no other place of exclusive legal jurisdiction, Düsseldorf shall be the exclusive place of jurisdiction.
2. In addition to these terms and conditions, all legal relationships between the buyer and us shall be governed by German laws, to the exclusion of the provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods.
3. Any ineffectiveness or incompleteness of individual provisions in contracts concluded between the parties shall not affect the effectiveness of the respective contract. Any ineffective or incomplete provision shall be then, to the extent permitted by the law, replaced or completed by a provision that will correspond as closely as possible to the legal and commercial intent of the original provision or general context.