

General Conditions of Sale, Delivery and Payment

1. Area of application

The Conditions of Sale, Delivery and Payment bindingly determined below apply to all contracts, deliveries and other services, including advice, customer service and information.

After first time conclusion of contract, they apply without restriction thereafter, likewise to future contracts with us.

Unless we expressly recognise the purchaser's general purchasing conditions, such as are not binding on us, even without further contradiction.

2. Formation of Contract

Our offers are non-binding and free of obligation as a matter of principle. A contract is first formed by our confirmation of order.

Orders issued to us, changes or supplements to these and particular requirements, auxiliary agreements or other stipulations relevant to the order, must be notified to us in writing and require our written confirmation. Orders are regarded as accepted with our confirmation, by the dispatch of goods or the issue of an invoice.

All delivery deadlines are non-binding as a matter of principle. Offers made for stock goods are issued under reservation sale in the meantime. Delivery dates apply solely under reservation of correct and timely deliveries to ourselves.

In the case of call-ups and framework orders with continuous dispatch, the respective part-deliveries must be called up in good time as per agreement. If the call-ups or part-deliveries are not notified in time, then after fruitless expiry of a one-off period of grace, we are entitled to plan the distribution ourselves and deliver the goods, or to withdraw from the remaining part of the contract and/or pursue claims to damages due to non-fulfilment.

3. Pricing

In principle, our prices are based on delivery "ex works excluding packaging". Deviations to this require our written confirmation.

The prices confirmed by us apply under reservation of any increases due to alloy surcharges, currency fluctuations or unforeseeable price increases on the procurement market before delivery.

All prices apply in the currency quoted, per hundred pieces net, without value-added tax. This will be invoiced as a separate item at the prevailing rate.

4. Payments

Our invoices are payable within 10 days from the date of invoice at 2% discount or within 30 days without deduction.

After the payment deadline of 30 days has been overshot, we are entitled, without the need for a further reminder, to charge default interest at 5% above the discount rate of the Bundesbank or the European Central Bank.

The purchaser is not permitted to offset claims that are not recognised or have not been established in a court of law. The same applies to a right of retention on account of such claims, insofar as these claims are not based on the same contractual relationship.

In case of default of payment, we reserve the right, at our discretion and without needing to set a period of grace, to withdraw from the contract and/or pursue claims to damages due to non-fulfilment. In case of default of payment, all our outstanding claims become payable immediately. We are entitled to demand advance payment or cash on delivery for all outstanding deliveries, and require security in an adequate amount and form to be furnished for all claims. We can also revoke the authorisation for the purchaser to resell the reserved goods and require their return or the transfer of indirect possessions at the purchaser's expense.

We accrue the same rights if circumstances become known to us after conclusion of contract which cast doubt on the purchaser's creditworthiness. If the purchaser fails to furnish the required security, all outstanding claims become due immediately and we are released from all obligations of delivery not yet fulfilled.

Payments from abroad are only accepted in the invoiced currency.

5. Reservation of title

The goods supplied by us remain our unrestricted property until all present and future claims against the purchaser have been settled in full.

We authorise the purchaser to resell the goods supplied by us and which are our property (reserved goods) in regular business transactions.

However, the purchaser even now assigns all claims from this resale to us. If the reserved goods are resold, it does not matter in this context whether they have been further processed or whether or not they have been combined with immobile or mobile objects. If the reserved goods are resold after further processing or with other objects that are not our property, or if they are mixed with third party goods or combined with immobile or other mobile objects, the purchaser's claim against its buyer is assigned to us to the amount of the delivery price agreed between us and the purchaser for the reserved goods.

Even after the assignment, the purchaser is authorised to collect the claim, whereby this does not affect our right to collect the claim ourselves.

If the purchaser avails itself of its right to collect the claim, we accrue the revenue to the amount of the delivery price agreed with us for the reserved goods.

The reserved goods are reworked and reprocessed on our behalf as manufacturer as per § 950 BGB without any obligation on our part. If the reserved goods are processed or mixed with other objects, we acquire co-ownership to the new item in the ratio of the current market value of our goods to the value of the other processed objects. The purchaser shall safeguard the new item for us at no charge and with circumspection.

In case of payments by bill of exchange, our reservation of title remains in place until it is certain that no further action can be taken against us due to this bill.

If the purchaser is in default of its payment obligations in part or in full, or if bankruptcy or settlement proceedings are opened against its assets, the purchaser is obliged to provide us with detailed information on the location of the goods supplied by us which are our property, to whom they were resold, whether

and where they were reprocessed or mixed with other objects and to whom they were then possibly delivered. The purchaser is also obliged to notify us of whether and to what extent we have a co-entitlement regarding the processed goods or a claim already assigned. In case an application for insolvency is made, the purchaser even now gives us permission to access all its storerooms so that we can assess the inventories of the goods belonging to us at the purchaser's expense.

At the purchaser's request, we are obliged to release securities at our discretion if their value exceeds that of the claims to be secured by more than 20%.

6. Dimensions, weights, qualities and standards

Deviations in dimensions, weight, quality and article norms are permitted within the framework of the applicable standards under DIN and/or EN ISO. With regard to weights and quantities, we expressly reserve the right to over or under deliver by up to 10%. Only the quantities and weights determined by us are decisive for the settlement. The overall weight for all deliveries is that relevant for the settlement.

We are obliged to safeguard any drawings, technical documents of all kinds and samples provided to us with care until the associated business transaction has been concluded. At the customer's request, we shall return these. We accept no liability for any losses, damage or unauthorised disclosure to or use by third parties.

On request, works and acceptance certificates will be issued on the basis of the currently applicable norms and standards for a fee.

7. Complaints - Warranty

Obvious defects in the goods supplied by us must be notified to us without delay, although at the latest 10 days after delivery, in writing giving specific details. Concealed defects must be notified without delay after their discovery or at the latest 3 months after delivery, in writing giving specific details. At the same time, the purchaser must submit samples of the goods supplied. Our express agreement is required for the return of allegedly defective goods and, as a matter of principle, is executed only at the freight rates agreed with our carrier or we shall collect the goods ourselves.

In case of justified complaints, we shall perform rework or make a replacement delivery at our discretion within a period realistic for the market. If rework or a replacement delivery fail, the purchaser is entitled to withdraw from the contract or to demand a reduction in the purchase price. Further-going claims on account of quality defects, regardless of the legal reason, in particular claims for indirect damages or consequential losses, are excluded. The same applies to claims due to concealed defects.

Complaints cannot be lodged at a later date for goods that have already been reprocessed.

If we deliver goods other than those ordered, we are obliged to take back the false delivery, providing this is notified to us within one week from dispatch. Likewise here, the return is executed only at the freight rates agreed with our carrier or we shall collect the goods ourselves.

8. Act of God

Hindrances to performance caused by natural events and any other circumstances outside our control release us from our delivery obligations. These circumstances include, but are not limited to, official directives, industrial disputes, a lack of power supplies and raw materials and non-delivery by our upstream suppliers. An Act of god is equivalent to general circumstances which make it considerably more difficult for us to deliver.

We are allowed to deliver subsequently. Claims to damages due to non-fulfilment or late delivery are excluded.

9. Exclusions of claims to damage

Claims not expressly granted in these Conditions, in particular claims to damages due to default, impossibility, infringement of our duty to make a replacement delivery or perform rework, infringement of our auxiliary contractual duties or a positive breach of contract, culpability upon conclusion of contract or illicit acts, are excluded, if and insofar as the loss is not due to a breach of contract caused by malice aforethought or gross negligence or to some other malicious or grossly negligent conduct on the part of our legal representatives or one of our vicarious agents.

Likewise excluded are claims to damages in connection with warranty claims. However, this does not apply if contractually assured characteristics are missing from the delivered goods.

10. Place of fulfilment and jurisdiction, applicable law

Upon issue of order, the purchaser confirms its unrestricted acceptance of these terms of trade, even if its order is issued on the basis of some contradictory purchasing conditions.

The place of fulfilment for our deliveries and services is the registered office of our company in Wuppertal or the respective head offices of our subsidiaries.

German law shall prevail exclusively.

The sole place of jurisdiction for action against us is Wuppertal.