



General Terms and Conditions of Sale

1. Placement of orders

- 1.1 We shall render deliveries and services exclusively under the following terms and all and any special terms and conditions notified to Customer.
- 1.2 Customer's general terms and conditions of business shall only apply in the event of express written confirmation on our part. Neither an omission to object nor implementation of delivery or service shall represent acknowledgment of outside terms and conditions of business.

2. Delivery

- 2.1 Part deliveries shall be admissible.
- 2.2 Readiness for dispatch shall suffice for compliance with the delivery date.
- 2.3 If circumstances which cannot be influenced by us or which are unforeseen occur with us or our sub-suppliers following conclusion of the contract, e.g. lack of raw materials or energy, industrial disputes, cases of force majeure or circumstances making delivery considerably more difficult or impossible for us, the delivery period shall be extended or the delivery date postponed for the duration of the prevention.
- 2.4 In a case of default or in the cases of 2.3, albeit here no earlier than after the expiry of 2 months, Customer can set us a suitable period of grace. If delivery is not implemented during the period of grace or if we declare that we cannot deliver for reasons stated under 2.3, Customer can withdraw from the contract. A claim to damages shall be ruled out unless we have caused the delay by malice aforethought or gross negligence.
- 2.5 To the extent that we subsequently obtain knowledge of circumstances from which a considerable deterioration of the asset situation can be derived, we can make all open claims due for payment with immediate effect.
- 2.6 We shall further be entitled to convert all deliveries to Customer which are then still open to payment in advance or equivalent collaterals.

3. Dispatch

- 3.1 Risk shall pass to Customer upon notification of readiness for dispatch or when the commodities have left the delivery factory at the latest. This shall also apply if we implement transport.
- 3.2 Transport insurance shall only be concluded following specific agreement and for Customer's account.

4. Weights

For charging, the weights and delivery quantities stated on our delivery notes and invoices shall be decisive.

5. Delivery to us

We shall be entitled to postpone and/or cancel our delivery obligations affected if there is no correct or punctual delivery to us on the part of our downstream supplier through no fault of ours.

6. Warranty

- 6.1 Customer shall examine the commodities without delay and notify us in writing of all and any defects. Hidden defects shall be notified in writing without delay after discovery. The same shall apply accordingly if commodities or a quantity other than those sold have/has been supplied.
- 6.2 Until the complaint has been clarified, commodities which are the object of the complaint may not be processed. We shall be given the opportunity of examining defects which are the object of complaints on site.

- 6.3 In the event of defects, we shall, at our choice, remedy the defects, provide a replacement or credit the charged value of the commodities giving rise to complaint.
- 6.4 The warranty period shall be 12 months following delivery.

7. Payment terms

If not agreed to the contrary, our deliveries shall be due for payment 14 days from the date of invoice net cash.

8. Retention of title

- 8.1 We reserve title to all the commodities supplied by us as long as they are in the direct or indirect possession of our customers.
- 8.2 Retention of title shall serve to secure all claims which have resulted or shall result in future from the business relationships of our customers with our company.
- 8.3 If our retained title is lost as a result of sale of the commodities, our customers' - present and future - claims accruing to them from the sale of the commodities purchased from us shall pass to us upon origination of the claim and shall be deemed assigned to us from the outset.
- 8.4 The above terms and conditions shall apply accordingly if the commodities are machined or processed and/or blended or have been changed in any other way.
In the event of processing by Customer with commodities not belonging to us, co-title to the new object shall accrue to us in the ratio of the value of the conditional commodities to the other processed commodities at the time of the processing.
- 8.5 Purchase may only sell our property in the customary course of business dealings, at its customary terms and conditions of business and as long as it is not in arrears. It shall only be entitled and authorised to resell the conditional commodities to the extent that the claim from the resale passes to us.
- 8.6 Purchaser shall be entitled to collect claims from the resale until revocation by us, which shall be admissible at any time. On the other hand, it shall not be entitled to dispose of such claims by assignment.
- 8.7 If the value of the collaterals existing for us exceeds the total of our claims by more than 20%, we shall be obliged, upon request by Purchaser, to release collaterals at our choice to this extent.
- 8.8 Purchaser must notify us without delay of a seizure or any impairment by third parties.

9. General limitations of liability

To the extent that claims are not substantiated by malice aforethought or gross negligence, claims to damages of any kind against us and our employees exceeding the claims substantiated in the present terms and conditions - including claims from tort, culpa in contrahendo and positive breach of claims - shall be ruled out, in particular also for damages not occurring to the object of delivery itself.

10. Place of performance, place of jurisdiction, applicable law

- 10.1 Place of performance for Customer's payment obligations shall be Frankfurt am Main.
- 10.2 All the legal relationships between Customer and ourselves shall exclusively be governed by the substantive law of the Federal Republic of Germany, excluding the standardised laws on the conclusion of contracts for the international sale of goods and the international purchase of movable objects. INCOTERMS, as amended, shall apply to the interpretation of delivery terms.

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