

General Terms and Conditions of Delivery and Payment

1. Scope:

- 1.1 The following General Terms and Conditions of Delivery and Payment shall apply to entrepreneurs, legal entities under public law or special funds under public law.
- 1.2 Our services and deliveries (including related information and advice) in dealings with entrepreneurs shall be carried out exclusively on the basis of these General Terms and Conditions of Delivery and Payment. These shall also apply to all future transactions, insofar as they are of the same type.
- 1.3 Agreements, assurances and promises of any kind, in particular verbal subsidiary agreements and assurances, shall only become binding upon our written confirmation. This shall also apply to any modification of the written form agreement.
- 1.4 Conflicting terms and conditions or terms and conditions of the buyer which deviate from our General Terms and Conditions of Delivery and Payment shall not be recognised unless we expressly agree to their validity.

2. Quotation and contract conclusion

- 2.1 Our quotations are subject to confirmation and non-binding, unless we have expressly designated them as binding.
- 2.2 We may accept an order placed by the customer which qualifies as an offer to conclude a contract within two weeks by sending a written confirmation (order confirmation) or by performing the contractual service within the same period.
- 2.3 Drawings, illustrations, dimensions, weights or other performance certificates are only binding if they have been expressly agreed in writing.

3. Delivery

- 3.1 Our delivery obligations are subject to correct and punctual self-delivery, unless we are responsible for the incorrect and delayed self-delivery.
- 3.2 We shall be entitled to make partial deliveries and render partial services to the extent customary in the industry. In any case, they shall be regarded as independent individual transactions and shall be invoiced individually. In addition, excess or short deliveries of the agreed quantity customary in the industry are permissible. In the case of contracts with continuous delivery, call-offs and type classifications for approximately equal partial quantities must be submitted to us in good time so that we are in a position to dispose of them in good time and to an economically justifiable extent; if this is not the case, we shall be entitled to determine the delivery quantities at our reasonable discretion. If the contractual quantity is exceeded by the individual call-offs, we shall be entitled, but not obliged, to deliver the surplus. We are entitled to invoice the surplus at the prices valid at the time of call-off or delivery.
- 3.3 Delivery periods and times commence on the date of our order confirmation and are generally non-binding. The precondition for the agreed delivery period is the timely clarification of all details of execution and the timely and proper fulfilment of all obligations of the customer, such as the submission of any necessary official certificates, the opening of a letter of credit or the payment of a down payment. Agreed delivery times refer to the time of dispatch ex works or warehouse and are deemed to have been complied with upon notification of readiness for dispatch, even if the goods cannot be dispatched on time through no fault of our own. Delivery periods and delivery dates shall be extended - notwithstanding our rights arising from the customer's default - by the period by which the customer is in default with his obligations arising from this contract or other contracts with us.
- 3.4 If unforeseen events prevent us or our suppliers from fulfilling our delivery obligations, such as war, acts of God, civil unrest, natural disasters, accidents, other operational disruptions and delays in the delivery of essential operating materials or primary materials, the delivery period shall be extended by the duration of the hindrance and a reasonable start-up period. If the performance of the contract becomes unreasonable for one of the parties, it may withdraw from the contract to this extent. Strikes, lockouts, operational disruptions (e.g. fire, machine or tool breakage, shortage of raw materials or energy) shall also be regarded as a hindrance for which we are not responsible within the meaning of this paragraph, obstruction of traffic routes and other monetary, trade policy and other sovereign measures.
- 3.5 An agreed acceptance can only take place in the supplying plant or our warehouse immediately after notification of readiness for acceptance. The customer is obliged to immediately call off goods that have been reported ready for dispatch.
- 3.6 If the purchaser is in default with the call-off, acceptance or collection of the goods, we shall be entitled to claim compensation for the damage incurred by us; the risk of accidental loss or accidental deterioration shall pass to the purchaser upon the occurrence of the default in acceptance. An acceptance not carried out on time or not completely without our fault entitles us to carry out the delivery without acceptance and to store the goods at the expense and risk of the customer.
- 3.7 If we are in default, the customer shall be entitled to withdraw from the contract after expiry of a reasonable grace period set by him in writing. The same shall apply in the event of impossibility of delivery of the goods for which we are responsible. A right of rescission to which the customer or we are entitled shall in principle only extend to the part of the contract not yet fulfilled. This provision does not apply to custom-made products according to the customer's wishes. In this respect a right of withdrawal is fundamentally excluded.
- 3.8 Further rights arising from delay in delivery, in particular claims for damages, are excluded to the extent permissible.
- 3.9 Unless expressly agreed otherwise, we shall determine the means and route of transport as well as the freight forwarder and carrier.
- 3.10 The goods shall generally be delivered unpacked and not protected against rust. Any agreed packaging shall be invoiced to the customer at cost price, unless otherwise explicitly agreed. Packaging shall be taken back in accordance with the applicable packaging ordinance. Transport packaging soiled by the purchaser and/or not sorted by material will only be taken back against reimbursement of costs.

4. Prices, payments, settlements

- 4.1 Unless otherwise agreed, prices are quoted ex works or ex warehouse plus freight and VAT applicable at the time of invoicing. Payments must be made by the agreed due date or, if no such date has been agreed or specified, 10 days after the invoice date in cash without cash discount deduction with us or on one of our accounts (the day of the value date is decisive). The costs of payment transactions shall be borne by the customer. After expiry of this period, the customer shall be in default of payment.
- 4.2 The agreed prices are current prices. If material prices, wages, salaries, energy costs, etc. change, we shall be entitled to adjust our prices to the new circumstances. Otherwise the prices are based on normal shipping and normal unhindered transport conditions. The customer shall bear any additional costs incurred as a result of aggravation or obstruction of the transport or shipment conditions, costs of incorrect freight, duties (customs, etc.), consular costs and other costs, even if they are attributable to the condition of the goods. Insofar as such costs are already included in the agreed price, the customer shall only bear them if they increase or are newly incurred after conclusion of the contract.
- 4.3 Upon expiry of the above payment period, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the respective applicable default interest rate; this is currently 9 percentage points above the respective base interest rate. In addition, a lump sum for damages caused by default of 40 Euro shall be payable. We reserve the right to assert further claims for damages caused by default, offset against the lump sum for damages caused by default.

- 4.4 In the event of default in payment, non-compliance with our terms of payment or other circumstances of which we become aware which endanger our claims due to a deterioration in the customer's creditworthiness, we shall be entitled, without furnishing proof of the aforementioned circumstances, to demand payment of all claims irrespective of the term of any bills of exchange. We shall then also be entitled to make outstanding deliveries only against advance payment or against the provision of securities. We are also entitled to prohibit the resale and processing of the delivered goods and to demand their return or the transfer of indirect possession at the customer's expense. In the aforementioned cases, we shall also be entitled to enter the customer's premises after giving prior notice, to take back the delivered goods and to dispose of them in the best possible way by private sale, deducting any costs incurred from our claims. The taking back shall not be deemed a withdrawal from the contract.
- 4.5 We shall be entitled to offset all claims to which we are entitled against the customer against all claims which the customer has against us. This shall also apply if cash payments have been agreed by one party and payment by bill of exchange or other services on account of performance by the other party; if applicable, these agreements shall only refer to the balance. The customer shall only be entitled to a right of set-off and a right of retention to the extent that the counterclaims originate from the same contractual relationship and are undisputed or have been legally established.

5. Retention of title, securities

- 5.1 The delivered goods shall remain our property (reserved goods) until all claims, in particular also the respective balance claims, to which we are entitled against the customer within the scope of the business relationship, as well as other claims, irrespective of the legal basis, including future or conditional claims, as well as claims from contracts concluded at the same time or later, have been settled. This shall also apply if payments are made for specific designated claims.
- 5.2 Without any obligation on our part, the reserved goods shall be treated and processed for us as manufacturer within the meaning of § 950 BGB (German Civil Code). The treated and processed goods shall be deemed to be reserved goods within the meaning of para. 5.1. We shall be entitled to co-ownership of the new object created by processing, combining or mixing in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. The customer already now transfers to us the ownership rights to which he is entitled to the new stock or item to the extent of the invoice value of the goods subject to retention of title and keeps them for us free of charge if our ownership expires due to combination or mixing. The co-ownership rights thus created shall be regarded as reserved goods within the meaning of para. 5.1.
- 5.3 The customer is permitted to resell the reserved goods in the ordinary course of business at his normal terms and conditions and as long as he is not in default. However, this presupposes that he has agreed a retention of title with his customer and that the claims from the resale are transferred to us in accordance with para. 5.4 and para. 5.5. He shall not be permitted to dispose of the reserved goods in any other way.
- 5.4 The customer already now assigns to us the claim from the resale of the reserved goods; if the resale claim is placed in a current account, this shall also apply to the amount of the respective balance claims. The assigned claims serve as security to the same extent as the reserved goods.
- 5.5 If the customer sells the reserved goods together with other goods not supplied by us, he shall assign to us the claims from the resale or the respective balance claims in the ratio of the invoice value of the reserved goods to the invoice value of the other goods. In the event of the resale of goods in which we have co-ownership shares pursuant to para. 5.2, the customer assigns to us a part of the claim corresponding to our co-ownership share.
- 5.6 The customer may collect claims arising from the resale or balance claims at any time up to the time of our revocation permissible at any time, but at the latest in the event of default in payment, non-payment of a bill of exchange or application for the opening of insolvency proceedings. At our request, the customer is obliged to demonstrably notify his customers of the assignment to us and to provide us with the information and documents required for collection. Irrespective of this, we are entitled in the cases of paragraph 4.4 to notify the customer of the assignment on our part.
- 5.7 Under no circumstances shall the customer be entitled to assign the claims elsewhere. This also applies to factoring transactions. A different handling can be agreed in writing in individual cases.
- 5.8 We shall also be entitled to prohibit the treatment and processing as well as the resale of the reserved goods in the cases of paragraph 4.4. In these cases, as well as in the event of the customer's breach of the obligation pursuant to para. 5.1, we may demand the return of the goods subject to retention of title at the customer's expense to the exclusion of any right of retention. The customer hereby authorises us to enter his premises and take back the reserved goods; this does not constitute a withdrawal from the contract.
- 5.9 The customer shall immediately notify us in writing of any seizure or other impairment by third parties. The customer shall bear all costs which must be incurred for the removal of the access or for the return transport of the reserved goods, insofar as they are not reimbursed by third parties. At the customer's request we shall be obliged to release securities of our choice if the value of the existing securities exceeds the secured claims by more than 20% in total.

6. Qualities, dimensions, weights and documents

- 6.1 Illustrations, drawings, calculations and other documents relating to the products supplied by us may only be used for the contractually intended purpose and may in no case be made accessible to third parties. We reserve the right of ownership and copyright; the documents mentioned in sentence 1 are to be returned on request.
- 6.2 The moulds, tools and design documents manufactured by us for the execution of the order are exclusively our property. The customer shall not be entitled to any claims in this respect, even if he participates in the costs for the production of moulds, tools or design documents.
- 6.3 Qualities, qualities and dimensions shall be determined in accordance with DIN standards or material data sheets. If no DIN standards or material data sheets exist, the corresponding Euro standards shall apply; in the absence of such standards or material data sheets, commercial practice shall apply.
- 6.4 For the weights, the weighing determined by us or our suppliers is decisive. Weights can also be determined without weighing in accordance with DIN or the weight tables customary in trade, insofar as this is legally permissible. The surcharges and discounts (commercial weights) customary in the steel trade of the Federal Republic of Germany shall remain unaffected. Quantities, bundles or similar stated in the dispatch note are non-binding for goods calculated by weight. In principle, the total weight of the consignment shall apply unless individual weighing is usually carried out. Weight determinations can only be objected to on the basis of official subsequent weighing immediately after delivery. Deviations of less than 2 % shall not be taken into account in invoicing. The above shall apply mutatis mutandis to orders placed by the customer according to metre specifications. We are entitled to compile the ordered quantity in the form of lengths of our choice. In the case of orders for fixed lengths, an over- or underdelivery of 10 % is permissible.

7. Transfer of risk in case of shipment

- 7.1 If the goods are dispatched to the Buyer at the Buyer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer upon delivery or dispatch to the Buyer, in the case of a sale by dispatch upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the dispatch, but at the latest upon leaving the works/warehouse.
- 7.2 If shipment is delayed at the request of the buyer, the risk shall pass to the buyer upon notification that the goods are ready for delivery.

8. Warranty, wrong delivery

- 8.1 The customer is obliged to carefully inspect the delivered goods for completeness and correctness immediately upon arrival at his premises or upon receipt. In the event of incompleteness and in the event of defects, the customer shall be obliged to notify us in writing without undue delay - with immediate cessation of any processing and handling. The delivery shall be deemed approved if a notice of defect is not given to us in writing within eight days of receipt of the goods by the customer or after receipt thereof, or if the defect was not obviously recognisable in a proper inspection, within eight days of its discovery. Timely dispatch is sufficient to meet the deadline. If the customer fails to notify us of a defect or does not immediately give us the opportunity to convince ourselves of the alleged defect, all warranty claims shall lapse; the same shall apply in the event that the customer does not immediately provide us with the rejected goods or samples thereof upon request. The customer shall bear the full burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect. In the event of an insignificant reduction in the value or suitability of the goods, our liability for material defects shall be excluded. If the goods have already been resold, processed or redesigned, the customer shall only be entitled to a reduction of the purchase price.
- 8.2 For defects in the goods, we shall initially provide warranty at our discretion by repair or replacement delivery.
- 8.3 If the supplementary performance fails in the case of an acknowledged notice of defect, the customer may, at his discretion, demand a reduction in payment (reduction) or rescission of the contract (rescission).
- 8.4 In the event of subsequent performance, we shall bear the costs only insofar as they are reasonable in the individual case, in particular in relation to the purchase price of the goods, and in any case only up to 150 % of the value of the goods. The costs in connection with the installation and removal of the defective item, as well as the customer's costs for the self-remedy of a defect, without the statutory requirements being met, are excluded. We shall not bear any expenses arising from the fact that the goods sold have been brought to a location other than the customer's registered office or branch, unless this corresponds to their contractual use.
- 8.5 In the case of production according to customer drawings, samples or other instructions of the customer, we do not assume any warranty and liability for the functionality of the product or for other defects, insofar as these circumstances are based on the customer instructions. The customer shall indemnify us against any and all claims of third parties against us, including but not limited to product liability claims, arising from damage caused by the goods, unless we have caused the damage intentionally or by gross negligence.
- 8.6 The customer shall not be entitled to warranty claims for goods which have been sold as declassified material with regard to the stated defects and those which he would normally have to expect.
- 8.7 Warranty claims for non-obvious defects shall become statute-barred one year after delivery of the goods, unless longer periods are prescribed by law. In the case of used goods, the limitation period shall be one year from delivery of the goods. This does not apply if the customer has not notified us of the defect in good time..
- 8.8 As to the quality of the goods, only the manufacturer's product description shall be deemed agreed. Public statements, praise or advertising by the manufacturer do not represent a contractual description of the quality of the goods.
- 8.9 The customer does not receive any guarantees in the legal sense from us. Manufacturer guarantees remain unaffected by this.

9. Exclusion of liability, expiry of the statute of limitations

- 9.1 For breach of contractual and non-contractual obligations, in particular for culpa in contrahendo, impossibility, delay and tort, we shall only be liable, including for our executive employees and other vicarious agents, in cases of intent and gross negligence, limited to the typical contractual damage foreseeable at the time the contract was concluded.
- 9.2 These limitations shall not apply in cases of culpable violation of essential contractual obligations, insofar as the achievement of the purpose of the contract is endangered, in cases of mandatory liability under the Product Liability Act, in cases of damage to life, limb and health and even if and insofar as we fraudulently concealed a defect in the item or guaranteed its absence. The rules on the burden of proof remain unaffected by this. Contractual claims which arise for the customer against us on the occasion of or in connection with the delivery of the goods shall, unless otherwise agreed, become statute-barred one year after delivery of the goods, insofar as they do not include compensation for physical injury or damage to health or typical, foreseeable damage or are based on intent or gross negligence on the part of the seller. Our liability from intentional and grossly negligent breaches of duty as well as the statute of limitations for statutory recourse claims shall remain unaffected by this. In the event of subsequent performance, the limitation period shall not recommence.

10. Confirmation of receipt

If a customer domiciled in the community area or his representative collects goods and transports or dispatches them to the community area, he must provide us with the tax-required confirmation of receipt. If the customer does not provide this proof within the set deadlines, he must pay the VAT rate applicable to deliveries within Germany from the invoice amount.

11. Place of performance, place of jurisdiction, data protection, applicable law

- 11.1 Place of performance and jurisdiction for all mutual obligations arising from our contractual relationships is Duisburg. We are entitled to sue the customer at his general place of jurisdiction. The agreement of another place of jurisdiction remains unaffected. In any case, the application of German law shall be deemed agreed.
- 11.2 The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- 11.3 In case of doubt, the Incoterms in their latest version shall be decisive for the interpretation of the trade clauses.
- 11.4 The business relationship shall be subject to the applicable provisions of data protection law, in particular those of the EU Basic Data Protection Regulation and of the Federal Data Protection Act as amended. Information on data protection and on the processing of personal data can be found in our information sheet on data protection and our data protection declaration at www.stahl.de or can be obtained from our data protection officer at datenschutz@mail-stahl.de.
- 11.5 In the event of the invalidity of individual contractual provisions, the remaining provisions shall remain binding.