

General Terms and Conditions

1. Definition and Scope

1. These terms and conditions of sale apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).
2. Our deliveries, services, and offers are provided solely based on these terms. We expressly reject any conflicting or deviating terms from the customer. Conflicting or deviating conditions from our terms of sale will only be recognized if we explicitly agree to their validity in writing. Our terms also apply if we deliver unconditionally, despite being aware of conflicting or deviating conditions of the customer.
3. Any agreements or ancillary agreements that deviate from these terms are only effective if confirmed by us in writing. The customer's (purchasing) terms apply only insofar as they do not contradict these General Terms and Conditions. Any assignment prohibition that contradicts these terms is hereby explicitly rejected. We are entitled to assign claims arising from our business relationships.

2. Offer, Scope of Delivery, and Call-Off Orders

1. Our offers are non-binding. Contracts are only concluded through our written order confirmation or delivery. The written form requirement is also met by fax or email. If an order is considered an offer according to Section 145 BGB, we may accept it within two weeks.
2. The illustrations, drawings, weight, and dimension specifications included in the offer are only approximate unless explicitly designated as binding. We retain ownership and copyright over all documents provided to the customer in connection with the order, such as calculations and drawings. These documents must not be disclosed to third parties without our explicit written consent.
3. Partial deliveries are permitted.
4. For orders or contracts concerning a specific quantity of goods, the customer must call off the entire quantity within the agreed period or, if no agreement exists, within 12 months from order placement. If the entire agreed quantity is not called off within this period, we are released from our obligation to perform in advance and entitled to demand payment for the unclaimed quantity step by step against delivery.

3. Tooling Costs

1. If special tools are required to fulfill the customer's order, they will be invoiced separately. For firm orders with binding purchase quantities, it can be agreed to allocate tooling costs to the unit price. In all cases, special tools remain our property. We are entitled to scrap the special tools two years after the last delivery of a custom-made product.

4. Price and Payment

1. Unless explicitly agreed otherwise in writing, all payments are due immediately upon receipt of the invoice without any

deductions. We reserve the right, at our discretion, to demand advance payment even with-in an ongoing business relationship. Payments are only considered made once they are freely available to us at a bank. We do not accept checks or bills of exchange.

2. Invoices are sent exclusively via email.
3. In case of late payment, we will charge default interest of at least 8% above the base interest rate without further notice. If the customer is in default with more than one obligation, all outstanding claims become due immediately.
4. The withholding of payments or offsetting against counterclaims is only permissible if the counterclaims are undisputed, acknowledged, or legally established.
5. If there is a significant deterioration in the customer's financial situation that jeopardizes our claims, including the initiation of insolvency proceedings against the customer's assets, we are entitled to withdraw from the unfulfilled part of the contract, demand security, or require cash payment step by step against delivery.
6. For deliveries made more than four months after contract conclusion due to circumstances beyond our control, reasonable price adjustments may be made if costs for labor, raw materials, or energy have significantly increased since order acceptance.
7. Unless otherwise agreed, our base prices already include copper valued at €150 per 100 kg. The copper value is settled at the daily rate on the order date and may be adjusted according to market conditions.

5. Transfer of Risk and Delivery Time

1. The commencement of the delivery time specified by us assumes the timely and proper fulfillment of the customer's obligations. We reserve the right to object to an unfulfilled contract.
2. The delivery times stated in our order confirmation are only binding if there are no delays in material procurement from our suppliers.
3. Unless otherwise agreed, the risk passes to the customer once we hand over the goods to the carrier or, if the shipment is delayed due to reasons beyond our control, once we notify the customer of the goods' readiness for dispatch. This applies even for partial deliveries or if we assume costs for shipping or transport.
4. The delivery period begins upon dispatch of the order confirmation but not before all technical and commercial details of the order have been clarified. The deadline is met when the goods have left the factory or are declared ready for dispatch, even if shipping is delayed through no fault of ours.
5. If dispatch is delayed due to circumstances for which the customer is responsible (default of acceptance)...
 - the risk passes to the customer upon notification of shipping readiness.

- we store the goods at the customer's expense.
- we charge at least 0.5% of the invoice amount per month for storage at our facility.
- we may withdraw from the contract or claim damages after setting an appropriate grace period if acceptance does not occur.

6. Force Majeure

1. Customer requests for changes and unforeseen, unavoidable events beyond our control (e.g., pandemics, strikes, supply chain disruptions, material shortages, energy shortages, government actions, import/export restrictions) extend the delivery deadline accordingly, including when these issues occur with our suppliers.
2. If the hindrance is not temporary, both parties may withdraw from the contract without entitlement to damages.

7. Retention of Title

1. We reserve title to the delivered goods until receipt of all payments arising from the business relationship with the customer. If a current account relationship exists, the retention of title refers to the recognized balance. This shall also apply to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the purchased goods if the customer is in breach of contract.
2. The customer is obliged to treat the purchased item with care if ownership has not yet been transferred to him. In particular, he is obliged to insure it adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work have to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet been transferred, the customer must inform us immediately in text form if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.
3. The treatment and processing of the reserved goods by the customer shall always be carried out for us without obligating us. In this case, the customer's expectant right to the object of sale shall continue in the transformed object. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer proportional co-ownership to us and shall keep the resulting sole ownership or co-ownership for us. To secure our claims against the customer, the customer shall also assign to us such claims which accrue to him against a third party through the combination of the reserved goods with property; we hereby accept this assignment. In the event of processing and combination with other goods, we shall acquire co-ownership of the new goods in the ratio of the invoice value of the goods subject to retention of title to that of the other materials.

4. The customer is entitled to resell the reserved goods in the ordinary course of business; however, he hereby assigns to us in advance all claims against the customer or third parties arising from the resale or further use on behalf of a customer in accordance with the ratio of the reserved goods to the invoice value of the processing and the other materials.
5. The customer is entitled to collect the claims from the resale if he fulfils his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended.
6. If this is the case, however, we may revoke the authorization for further processing and demand that the customer inform us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents and informs his debtors of the assignment. Taking back goods subject to retention of title shall not constitute cancellation of the contract. It is not necessary to withdraw from the contract in order to assert the retention of title, unless the customer is a consumer.
7. As long as the retention of title exists, the customer may only transfer ownership by way of security or pledge the goods with our written consent. We must be informed immediately of any seizure of the reserved goods by third parties.
8. We undertake to release the securities to which we are entitled at the customer's request if their value exceeds the claims to be secured by more than 20%.

8. Liability for Delay

1. We shall be liable for default in accordance with the statutory provisions insofar as the customer asserts claims for damages based on intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract within the scope of liability for delay, liability for damages shall be limited to the foreseeable, typically occurring damage.
2. We shall be liable for default in accordance with the statutory provisions if we culpably breach a material contractual obligation. Insofar as we are not accused of a willful breach of contract in this case, the liability for damages shall be limited to the foreseeable, typically occurring damage.
3. Liability for delay due to culpable injury to life, limb or health remains unaffected.
4. Unless otherwise stipulated above, liability for delay is excluded.

9. Liability for defects

1. Warranty rights of the customer presuppose that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code). Defects and incorrect deliveries must be reported to us in writing immediately, but no later than 10 days after receipt of the goods, in the case of hidden defects no later than 3 days after discovery. If these deadlines are exceeded, the warranty claims and all other claims pursuant to § 377 HGB (German Commercial Code) shall lapse.

2. The limitation period is 12 months from delivery. The statutory limitation period shall apply to claims for damages in the event of intent and gross negligence as well as in the event of injury to life, body and health which are based on an intentional or negligent breach of duty by us. Insofar as the law prescribes longer periods in accordance with § 438 Para. 1 No. 2 BGB (buildings and items for buildings), § 445b BGB (right of recourse) and § 634a Para. 1 BGB (building defects), these periods shall apply. Our consent must be obtained prior to any return of the goods.
3. In the absence of deviating agreements, customary or minor, technically unavoidable deviations in quality, color, length or equipment are not defects. The same applies to normal wear and tear.
4. In the event of a defect for which we are responsible, subsequent fulfilment or replacement delivery shall take place at our discretion. In the event of subsequent performance, we shall be obliged to bear the labor and material costs necessary for the purpose of remedying the defect. Claims by the customer for the expenses required for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded if the expenses increase because the goods delivered by us have subsequently been taken to a place other than the customer's branch office, unless the transfer corresponds to their intended use.
5. If the subsequent fulfilment or replacement delivery fails, the customer shall be entitled to demand a reduction in the corresponding remuneration for this order (reduction) or to withdraw from the contract.
6. In the case of essential third-party products, we are entitled to initially limit our liability to the assignment of the warranty claims to which we are entitled against the supplier of the third-party products, unless satisfaction from the assigned right fails or the assigned claim cannot be enforced for other reasons. In this case, the customer shall again be entitled to the rights under clause 9.4.
7. We shall be liable for defects in accordance with the statutory provisions if the customer asserts claim for damages based on intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract within the scope of liability for defects, the liability for damages shall be limited to the foreseeable, typically occurring damage.
8. We shall be liable for defects in accordance with the statutory provisions if we culpably breach a material contractual obligation. Insofar as we are not accused of a willful breach of contract in this case, the liability for damages shall be limited to the foreseeable, typically occurring damage.
9. Liability for defects due to culpable injury to life, limb or health remains unaffected, as does liability under the Product Liability Act.

10. Limitation of Liability

1. We are fully liable for intent and gross negligence.
2. For simple negligence, we are liable – except in the case of injury to life, body, or health – only if essential contractual

obligations (cardinal obligations) are violated. The liability is limited to the typical and foreseeable damage.

3. For simple negligence, we are liable – except in the case of injury to life, body, or health – only if essential contractual obligations (cardinal obligations) are violated. The liability is limited to the typical and foreseeable damage.
4. Liability for indirect and unforeseeable damages, production and usage downtimes, lost profits, missed savings, and financial losses due to third-party claims is excluded in the case of simple negligence – except in the case of injury to life, body, or health.
5. Any further liability is excluded – regardless of the legal nature of the claim being made. However, the above limitations or exclusions of liability do not apply to legally mandatory liability without fault (e.g., under the Product Liability Act) or liability from a non-fault-based guarantee.
6. To the extent that liability under sections 2 and 3 is excluded or limited, this also applies to the personal liability of our employees, workers, representatives, directors, and agents.
7. For the limitation period of all claims that are not subject to a limitation period due to a defect in the goods, there is an exclusion period of 18 months. This period starts from the time the customer should have become aware of the damage and the identity of the person liable, without gross negligence. For claims for damages based on intent and gross negligence, as well as in the case of injury to life, body, and health, which are based on an intentional or negligent breach of duty by us, the statutory limitation period.

11. Jurisdiction and Applicable Law

1. For all services under delivery contracts, including payments, the place of performance is our registered office unless otherwise agreed.
2. For all disputes arising from the delivery contract, the exclusive jurisdiction is our registered office. However, we are also entitled to sue at the buyer's registered office.
3. Only German law applies, with the express inclusion of the UN Convention on Contracts for the International Sale of Goods of April 11, 1980.
4. If any provision of these terms or part of a provision is or becomes invalid, the remaining provisions or the remaining part of the provision shall remain valid.
5. The affected provisions or agreements shall be interpreted or supplemented to achieve the intended economic purpose as closely as possible in an admissible manner. This also applies to gaps that need to be supplemented.