

**I. General Provisions**

1. Supply will only be taken to the following conditions. Sales agreements deviating from our offers and order confirmations shall only be valid with our written confirmation. Conditions of purchase shall also not be recognized if we do not expressly contradict to them after receipt.
2. Our shipments occur under restriction of correct and complete self-supply.
3. In doubt for the interpretation of trade terms are Incoterms in their latest version decisive.
4. "Buyer" within the meaning of these terms is at work contracts also the "purchaser / customer".

**II. Offers and prices**

1. Our offers are without engagement and not binding. Oral agreements, promises, representations and warranties of our employees in connection with the contract shall become binding only after written confirmation.
2. Our prices are ex-works (unless it is explicitly confirmed by different way by quotation e.g. supplied free or otherwise in accordance with Incoterms) excl. packaging and insurance, before duty and exclusive the respective statutory VAT.
3. In case of call-away orders and all orders whose execution takes more than four months, we reserve the right for changes in cost factors, take these into account by an appropriate surcharge.
4. Compensation of costs for tools the purchaser acquires no right to the tools. They remain the property of the supplier.

**III. Delivery dates and deadlines**

1. The Seller shall endeavor to adhere planned delivery dates. However, delivery dates and deadlines are always only approximate and non-binding, unless they are agreed in writing and expressly designated as binding. Claims for damages for non-compliance with delivery periods are excluded.
2. Information on delivery times are approximate. Delivery periods shall commence on the date of our order confirmation and are only provided timely clarification of all details of the order and timely performance of all obligations of the buyer, such as submission of all official certificates, letters of credit and guarantees or advance payments.
3. For the observance of delivery periods and dates of the date of despatch from the factory or warehouse is decisive. They apply as kept with notification of dispatch, if the goods can not be dispatched on time will not be our fault.
4. If the delivery is delayed for reasons for which the purchaser is responsible, he has to bear the costs of storage and the risk of accidental loss.
5. If we are prevented from timely fulfillment of our obligations due to unforeseen events affecting us or our suppliers and we can not avoid the expected in the circumstances of the case with reasonable care (e.g. war, natural disasters, accidents, strikes, lock-outs), the delivery period extends by the duration of the hindrance plus a reasonable start-up period. If delivery will be by such disability impossible or unreasonable to us, we may withdraw from the contract. This right is also granted to the purchaser, if a more reasonable delay occurs. In this case costs will not be covered by any of the respective counterparty.

**IV. Grades, dimensions and weights**

1. Grades and dimensions are determined by the agreed DIN- or EN standards or material specifications in the contract. If no standards or material specifications exist, the weights are valid according to commercial usage. References to standards, data sheets or certificates as well as information on grades, dimensions, weights and usability are not representations or warranties and declarations of conformity, manufacturer's declarations and related marks such as CE and GS.
2. For the weight our measured or given weight by pre-supplier shall be applied. The weight shall be proved by production of the weight slip. To the extent permitted by law, without weighing weights can be determined according to the standard. In the dispatch note quantities specified, bundles, cases etc. shall not be binding on calculated according to weight of goods. Unless individually in the ordinary occurs, in each case the total weight of the consignment is binding. Differences from the calculated individual weights are divided proportionally.
3. Deviations in weight, number and size are common in the industry up to 10 percent and apply both in terms of quantity as well as the conclusion to part deliveries as contractual performance. For quantities below 1000 kg or appropriate essential piece or coil sizes, higher weight deviations are permissible depending on the shipment, unless otherwise agreed in writing and the customer this is not unreasonable.

**V. Delivery, transfer of risk, packaging, parts delivery**

1. We determine way and means of shipment and shipper and carrier.
2. We are entitled to partial deliveries.
3. If without our fault transportation on the intended route or to the designated place more difficult or impossible or substantially in the allotted time, so we are entitled to deliver in a different way or to a different location; the additional costs borne by the buyer. The buyer will be given the opportunity to comment.
4. With the delivery of the goods to a forwarder or carrier, at the latest when it leaves the warehouse or supply plant, the risk, and the confiscation of the goods, in all cases, even with prepaid or free house deliveries are to the buyer. We shall obtain insurance only on instructions and expense of the purchaser.
5. The purchaser must unload promptly and properly. Obligation and costs of unloading at the expense of the buyer. We work with, so this is done without legal obligation and liability for slight negligence is excluded.
6. If commercially available, we are delivering packed. Packaging, protection and / or transport device according to our experience at the expense of the buyer. Separate packaging only after written agreement and confirmation. Packaging is recovered and disposed of only by prior written agreement.

**VI. Terms of payment**

1. Unless otherwise agreed or stated in our invoices, payment shall be made within 14 days of the invoice date without any deductions - especially without discount - to be done so that we can possess on the due date of the amount. Any granted payment terms require a positive rating and confirmed credit in accordance with the framework of trade credit insurance for the buyer. Payment costs are borne by the buyer.
2. An agreed discount always applies only to the invoiced value, excluding freight and based on full settlement of all payments due from the buyer at the time of the discount.
3. Bills and checks and other payment substitutes are accepted for payment only after prior agreement; obtained here and other expenses borne by the purchaser.
4. The buyer is not entitled to withhold payments, not because of complaints; can only be offset against undisputed or legally enforceable counterclaims.
5. If buyer not pay as agreed, we shall be entitled, from the date due to charge interest at the rate of 6% above the base rate of the European Central Bank, unless higher rates have been agreed. The right to claim further damages is reserved.
6. Non-compliance with payment, suspension of the facility by the insurer or circumstances which are likely to reduce the creditworthiness or payment willingness of the customer, have the immediate payment of all our claims without regard to any bills result. In these cases we are entitled to subsequently deliver against advance payment or security and withdraw after a reasonable period from the contract or to claim damages for non-performance.

**VII. Reservation of title**

1. All delivered goods remain our property (reserved goods) until all debts, especially the respective balance claims to which we are entitled under the business relationship (account reservation). This also applies to future and conditional claims including accepted notes and also if payments on specific claims are made. This balance reservation expires definitively with the settlement of all outstanding of payment and open covered balance debts.
2. Processing of the reserved goods are made for us as a manufacturer within the meaning of § 950 BGB without committing us. The processed goods are deemed reserved goods in the sense of number 1. During processing, combining or mixing of the reserved goods with other goods by the buyer the ownership is transferred on us of the new item in proportion of the invoice value of the reserved goods to the invoice value of the other goods used. If our property by combining or mixing, the customer assigns to us now the rightful ownership of the new stock or goods in proportion to the invoice value of the reserved goods are held in safekeeping for us. Our co-ownership shall be deemed reserved goods within the meaning of number 1.
3. The buyer may sell the reserved goods in the ordinary course of business under its normal terms and conditions and as long as he is not in arrears, subject to condition that the claims from the resale according number 4-6 are transferred to us. To dispose of the reserved goods he is not entitled.
4. The claims arising from the resale of the reserved goods or any other legal reason, together with all securities purchased by the buyer for the claim are already assigned to us. They serve the same extent as the reserved goods. If the reserved goods are resold by the buyer together with other goods not purchased from us, so the claim from the resale in the proportion of the invoice value of the goods is transferred to the invoice value of the other goods sold. In the sale of goods to which we are entitled to co-ownership according number 2., our co-ownership will be transferred to the appropriate part.
5. The buyer is entitled to collect claims from the resale. This right shall expire if withdrawn, but no later than default in payment, non-payment of a bill or request for the opening of insolvency proceedings. Our right of revocation, we will only make use of if it becomes apparent after conclusion of the contract, that payment under this contract or other contracts is jeopardized by the buyer's lack of performance. Upon our written request, the buyer is obliged to inform his customers immediately of the assignment to us and give us the documents necessary for collection. An assignment of receivables from the resale is prohibited, unless there is an assignment by way of

genuine factoring, which appears to us and in which the factoring proceeds exceed the value of our secured debt. With the credit of factoring proceeds our receivable becomes due immediately.

6. Seizure or other interference by third parties, the buyer has to inform us immediately. The buyer bears all costs that must be expended to lift the seizure or return transportation of the goods, unless they are replaced by others.
7. If the buyer defaults or does not peel a bill of exchange at maturity, we are entitled to take back the reserved goods and to enter, for this purpose the buyer's premises. The same applies if, after the conclusion of the contract, that payment under this contract or other contracts is jeopardized by the buyer's lack of performance. The withdrawal is no withdrawal from the contract. In the case of initiation of a bankruptcy petition proceedings over the assets of the buyer, we are entitled to withdraw from the contract. (alternatively: Rules of the Insolvency Act remain unaffected.)
8. If the realizable value of the existing securities exceeds the secured claims, including ancillary claims (interest, costs or equal) by more than 50 per cent, we undertake to the buyer's request, to release securities of our choice.

**VIII. Hold orders and provision**

1. Stipulatedness ready reported goods for shipment must be retrieved immediately, otherwise we are entitled to ship after due notice at the expense and risk of the buyer of our choice or to store them at our discretion and charge immediately.
2. In case of call-away orders we are entitled after 3 months without call for delivery. If call is not made within the agreed period or at the latest within 3 months, we are entitled to demand advance payment for the unclaimed amount.
3. Where the contract provides continuous delivery the classification and call-aways are given to us approximately equal monthly amounts; otherwise we shall be entitled to handle the provisions at our own conclusion.
4. Exceeded the individual call-aways the total contract amount, we shall be entitled to deliver the additional quantity, but not obliged for. We can calculate the additional quantity at the prices valid at the call or delivery.

**IX. Provision of materials / material clearing accounts**

1. As far as customer side provided material is processed, the rear delivered quantity will be reduced by foregone or screened for technical or quality reasons shares and to the processing technology processing and melting loss.
2. The customer has to provide duty exclusively stocked and unmixed material right on time before production. We have only the obligation to random input checking for foreign material and alloys contained. If different alloys found the delivered amount is credited as an alloy with the lowest recorded proportion of copper. If customer violates his contractual obligation for correctly sorted delivery he is obliged to compensation for consequential damages.
3. The customer has the contractual obligation to provide the material dry. A renewed weighting of wet material do not allow the technical conditions. We are therefore entitled to determine lump-sum weight reductions for wet material delivered in accordance with § 315 BGB in its reasonable discretion. These are then low to be measured, if the customer can prove that the moisture content of the product was less than the scheduled fee.
4. The observed upon delivery material amount is credited deducted by a possibly determined deduction as IX 3. and less a melting loss depending on the type and quality of the material provided the material clearing account of the customer.
5. The material clearing accounts are pure weight accounts. Only material amounts charged, no amounts of money. Therefore, the parties in settlement of account primarily only be entitled to delivery of each resultant material balance. The parties have to compensate the duty of material balance through delivery within customary delivery periods since finding. Any breach of the duty of the other party claim is at monetary damages based on the material price at the day of settlement of the account.

**X. Acceptances**

1. If acceptance is agreed, it can only be done in the mill or in our warehouse immediately after notification of acceptance. The personal costs of acceptance is borne by the buyer, the material acceptance costs are charged to the real generated efforts.
2. If the acceptance beyond our control is not taken, not timely or not complete, we are entitled to ship the goods without inspection or to store at the expense and risk of the buyer and charge him.

**XI. Complaints and Warranty**

1. Defects of the goods has to be declared immediately and notified in writing no later than five days after delivery. Defects which can not be detected by most careful examination within this period has to complaint immediately after discovery - under prompt stopping of further processing -, in writing no later than 12 months statutory limitation period. The same applies to complaints of weight and number of pieces.
2. The warranty period is 12 months.
3. Case of justified and timely complaint we reserve the express right at our discretion to remedy the defect of the affected parts or delivering a defect-free item (subsequent performance). When failures or denial of remedy, the buyer may reduce the purchase price or withdraw after setting and unsuccessful expiry of a reasonable period of the contract. If defect is not much, buyer may only reduce the purchase price.
4. If the buyer fails to give immediately opportunity to convince ourselves of the defect, does not put the rejected goods or samples made available promptly, all rights with regard to the defect ruled out.
5. Expenses in connection with the remedy we only pay insofar as they are appropriate in the individual case, in particular in relation to the purchase price of the goods. Testing, sorting, installation and removal costs, and costs for the self-correction of the defect and other labor and material costs, we assume in accordance with Section XI of these conditions. Expenses arising from the fact that the goods being transported to a place other than the purchaser, we do not assume, unless this corresponds to their contractual use.
6. For goods that are sold as declassified material, the purchaser relative to the stated reasons for downgrading and such, which one would normally expect, any rights arising from defects. When selling second-class material (B-quality), our liability is excluded due to material defects.
7. Patterns, samples, data analysis and other information about the nature or dimensions of the goods are non-binding outline details, if they are not explicitly guaranteed.
8. After the agreed acceptance of the goods by the buyer, the complaint of defects that were detectable during the agreed type of testing and inspection is entitled.
9. In case of orders for pre-processing any provided material, we accept no liability for the quality of the materials delivered or for its processability. A mandatory liability under the Product Liability Act is not excluded.
10. Right of recourse of the purchaser remain unaffected by § 478 BGB.

**XII. General Limitation of Liability**

1. Breach of contractual and non-contractual obligations, in particular due to impossibility, delay, negligence in contract and in tort, we are liable - even for our officers and other agents - only in cases of willful intent or gross negligence, limited to the foreseeable upon conclusion of contract typical damage.
2. These restrictions do not apply for culpable violation of essential contract obligations, so far as the purpose of the contract is endangered in any culpable damage to life, body and health and even if and to the extent we guarantee for the quality of have taken over the goods sold.
3. The legal provisions relating to burden of proof shall remain unaffected.
4. Unless otherwise agreed, contractual claims incurred by the buyer against us on or in connection with the delivery of the goods, 12 months after delivery of the goods. This deadline also applies to those goods which are used in accordance with its usual purpose for a building and have caused its defectiveness. This does not affect our liability for intentional and grossly negligent breaches of duty as well as the limitation of legal recourse. In the cases of the period of limitation does not begin to run again.

**XIII. Performance / business language / Jurisdiction / Miscellaneous**

1. Performance for the delivery is the point from which the supply takes place (supplying plant); this also applies to carriage free delivery.
2. Performance for all payments is D-31275 Lehrte / Hanover.
3. For all legal relations between us and the purchaser in addition to these conditions, the friendly German law, in particular the BGB / HGB. The provisions of the UN Sales Convention (CISG) are excluded.
4. The contractual business and process language is German.
5. The real and exclusive jurisdiction is D-31275 Lehrte / Hanover at even for bill exchange and check transactions.

**XIV. Severability**

1. If one or more of the above determinations be or become invalid, this shall not affect the validity of the remaining determinations.
2. Invalid determinations shall be replaced by the rules in which both parties economic success and an effective and feasible way.