

1. General

These General Sales Terms and Conditions are a constituent part of all our offers and order confirmations.

Any declarations or agreements which deviate from the following conditions or our order confirmation are only binding if we have expressly agreed to them in writing.

Our offers are fundamentally not binding. We are only obligated by our written order confirmation. The type and extent of the delivery are stipulated in the order confirmation.

The agreement is also deemed to be in effect in the event of deviating conditions of the Customer in relation to our order confirmation, unless the Customer explicitly contradicts this in writing and on time.

2. Delivery and delivery time

Our deliveries are performed ex works or ex warehouse. The delivery date is the day of disposition in the works or warehouse.

If an agreed delivery time is not observed, the Customer can set an appropriate grace period in writing and cancel the contract after its unsuccessful expiration. Further claims are excluded.

In the event that orders or off-the-shelf orders are not accepted or requested on schedule, the Customer bears the additional costs incurred. Furthermore we can demand immediate payment and compensation for damages or entirely or partially withdraw from the contract.

3. Transfer of risk and dispatching

Even if freight paid delivery has been agreed, the risk is transferred to the Customer once the contract goods have left our works. The shipment is generally sent uninsured, also for freight paid deliveries. Upon written request of the Customer a transport, breakage or fire insurance can be arranged at the Customer's cost.

4. Incoterms

If Incoterms have been agreed upon or made reference to, the Incoterms valid at the time of the conclusion of the contract apply to the contract.

5. Breach of contract

The Parties shall be released from their duty to perform in the event of a breach of contract due to force majeure or unavoidable events. This applies for us as well so far as the breaches of contract occur over our upstream suppliers.

Cases of force majeure or an unavoidable event also include official interventions, strikes, lockouts, malfunctions in the power and raw material supply as well as unusual significant increase in price for the raw materials, accidents as well as other unforeseeable events which make a fulfillment of the contractual obligations impossible or unconscionable during this time.

In the event that any third party makes infringement claims (copyright or patent rights) on our manufacturing or delivering the delivery item, we may cease the delivery or cancel the contract without prior examination of the legal position.

6. Prices

Our prices refer to the defined scope of delivery cited in the order confirmation, exclusive of customs, import, or similar ancillary costs as well as packaging and shipping charges, which are billed separately.

Our price calculations are based on the material, personnel, and freight costs effective at the time of contract conclusion. In the event that price changes ensue after the contract conclusion up until delivery due to changes in the aforementioned cost factors, we reserve the right to correct the prices accordingly.

7. Payment

In the event that payment is not rendered within the specified time, we calculate interest on arrears starting from the time that payment was due at the respective usual bank rate of credit costs for call money, however at least 8%-points above the base rate of the European Central Bank, which is valid at the time of start of default. We expressly reserve the right to assert claims for greater damages. Furthermore we may bill an additional charge of 15.00 euros per letter of reminder.

All still respective accounts receivable are immediately due. This also applies in the event of suspension of payment, compromise settlement or insolvency process of the defaulter or the purchasing association. Payments of the Customer to purchasing associations have no discharging effect on us.

We may refuse outstanding deliveries or agree to deliver only against a security deposit, prepayment or cash on delivery. Likewise we may withdraw from the contract without notice or demand remedy for breach of contract.

Cash, bank transfers and cheques are accepted in payment. Promissory notes are fundamentally not accepted. Cheques are received as payment only subject to the corresponding credit entry by our bank. In the event of accepted cheques we assume no obligation for punctually declaring or procuring a protest. Collection expenses are at the expense of the Customer.

Should it turn out after contract completion that the credit situation of the Customer is such that it is not suitable for credit to be granted, we may demand security deposits or prepayments for all due or not yet due claims arising from the contracts, or entirely or partially withdraw from the contracts at our discretion. Claims for restitution of damages of the Customer are in this case excluded. Counter-claims of the Customer do not entitle him to offsetting. Notifications of defects do not postpone the obligation to pay.

8. Retention of Title

We retain title to all delivered goods until such time as complete payment has been made for all claims arising from the contract. If the goods are consumed (used in molten pool) before complete payment, then the retention of title also extends to the liquid or pumped out molten pool. Since our goods (here: solders) are reduced in value by 40% by use, the retention of title extends to the metal bath or the utilised metal or semi-finished product in corresponding quantities.

In case payment difficulties arise on the part of the Customer we may take possession of the goods subject to retention of title. Any costs incurred therefrom go on the account of the customer. Repossession of the goods only means a cancellation of the contract if we explicitly declare this to be the case.

The Customer may resell the goods subject to retention of title in the ordinary course of business, but is not allowed to pledge them or transfer ownership as security. The Customer is obliged to secure our rights as conditional purchaser upon resale of the goods subject to retention of title on credit.

The Customer already now transfers to us his claim from the resale of the goods subject to retention of title. The Customer may collect on the claim as long as he completely fulfils all his obligations to us

and does not fall into financial arrears. In such a case, upon request the Customer must immediately provide all the required

information about the assigned claims necessary for the collection, and inform the debtors of the assignment. In the event that the goods subject to retention of title are resold at a higher price along with other goods or after combination or mixing with other goods, then the assignment in advance is only to the amount of value of the original goods subject to retention of title.

Furthermore the amount of a collected claim is already transferred to us in advance. The Customer holds the money in trust for us separately as indirect possessor and pays it out to us without delay.

The Customer must inform us without delay of any imminent or executed access of third parties to the goods subject to retention of title or to the claims assigned in advance and must provide us with all the necessary information and documentation for an intervention. We are obligated to release the securities to which we are entitled in the extent that the realisable value of our securities exceed the claim for which securities are provided by more than 10%. In such case we are entitled to select the securities that are to be released.

9. Product information

Our product information and advice result from many years of research work and experience, and are provided to the best of our knowledge. However they serve solely as recommendation and do not justify any obligation to assume liabilities for the Buyer's usage of the delivered goods. In any case the Buyer is obligated to examine the suitability of our products and services with regard to the intended usage at his own responsibility.

Technical changes which unavoidably occur due to the advances of progressive product development remain explicitly reserved. The contents of our product information are in no case to be considered as assurance of fitness for purpose.

10. Complaints

Every delivery must be examined for defects without delay. Complaints are to be immediately stated in writing. The same applies to hidden defects upon determination of the defect. In the event of complaints, the Customer is also obligated to keep the goods properly at his expense until settlement of the notification of defects. Quantitative deviations within usual commercial custom and qualitative deviations within the applicable DIN-EN standards are permissible. We must be provided the opportunity of examining a notified deficiency on the premises. Without our permission, nothing may be changed on the criticized goods, nor may they be used, without loss of warranty rights.

11. Warranty

The Customer fundamentally must prove any defectiveness. In the event of justified defects we can correct the shortcomings free of charge, deliver a replacement free of charge, or issue a credit entry for the defective goods at our discretion. The defective goods are to be returned to us at our request. Further claims, especially for compensation for damages, are excluded. However in the event that reworking or compensation delivery remains undone or is impossible, the Customer is entitled to the right of withdrawal from the contract. We can refuse the warranty claim for a deficiency until all due obligations of the Customer have been satisfied.

Characteristics are only then considered assured if there is an explicit written agreement about this point. The assurance fundamentally does not mean that the Customer is secure against consequential damages caused by defects.

12. Statute of Limitations

Guarantee entitlements expire at the earliest after the date of minimum durability (expiration date) or after 12 months from the delivery date if no expiration date is specified.

13. Liability

Any claims are excluded insofar as the damage results from unsuitable or incorrect processing or usage of our goods. Goods delivered by us may only be used or processed according to our technical information (product information). Any liability of the Vendor is excluded insofar as the damage results from breach of the technical information (product information). The Customer is obligated to examine whether the ordered or recommended goods are suitable for the intended purpose or process. We can assume no liability for the suitability.

Insofar as no other provisions have previously been stipulated, we are liable for all further claims for restitution of damages as follows:

- for personal damages to the extent of the law
- for material damages up to the invoiced value of the delivered goods. Any service performances or precious metal surcharges remain unconsidered.
- Liability for property damage is fundamentally excluded

The limit of liability does not apply insofar as we or our legal representatives or vicarious agents act deliberately or with gross negligence. The limit of liability also does not apply if and insofar we are necessarily liable for personal damages or damages to privately used goods according to the law on product liability or for other reasons.

14. Law in Force; Place of Performance; Legal Venue

Without exception the law of the Federal Republic of Germany applies. The application of the United Nations Convention on the International Sale of Goods (CISG) from 11 April 1980 is hereby excluded. The place of performance for the parties and exclusive legal venue for any legal disputes, no matter what the legal basis, is Oberhausen. However we reserve the right to also take legal action at the seat of the Customer.

If individual provisions of this contract are or become ineffective and/or void, this fact shall have no effect on the validity of the remaining provisions of this contract. The parties shall endeavour to replace those provisions which have become ineffective and/or void with such provisions which come nearest in meaning to the purpose of the original provisions.