

## **I General terms and conditions for purchase, work and service contracts**

### **1. agreed terms**

**1.1** Our General Terms and Conditions apply only to business transactions with businesses within the meaning of § 14 BGB (German Civil Code).

**1.2** The following terms and conditions form the sole basis of our offers and all agreements with us. They shall apply when the order is placed or, at the latest, by acceptance of the delivery, work or service as accepted.

**1.3** We hereby expressly and definitively object to any deviating terms and conditions of the customer unless we have expressly accepted them in writing.

**1.4** Our terms and conditions shall also apply to all future transactions.

### **2. Acceptance of order**

**2.1** Unless expressly agreed otherwise, our offers are subject to change without notice.

**2.2** Order acceptance shall be effected by our written order confirmation or by actual execution of the delivery.

**2.3** Cost estimates are non-binding without explicit declaration. Cost underruns and overruns of up to 10% are permissible without notification.

**2.4** Cost estimates and quotation documents as well as design documents (in the form of drawings and samples) are our property and protected by copyright. They may not be passed on to third parties without permission and may be sent back to us at any time on request.

### **3. Deadlines, dates, obstacles, delay.**

**3.1** Periods or dates specified by us are only legally binding if they have been expressly and bindingly agreed on. If an explicit fixed date has not been agreed, delay in performance only occurs after a reminder has been sent.

**3.2** The customer may only withdraw from the contract after a reasonable period of time has elapsed. Even after the deadline has expired, the client is obliged to accept the goods, unless the declaration of withdrawal has been sent to us before sending the notification of readiness for dispatch to the other side.

**3.3** If we, our legal representatives or our vicarious agents have received any information concerning the intention or gross negligence, or a fixed date for the delivery of the goods. or of the interest of the client can be proven to have been based on the fact that the occurrence of default has ceased, we shall be liable in accordance with the statutory provisions. Insofar as the delay in delivery is based on the culpable breach of an essential contractual obligation, the liability is limited to the foreseeable, typically occurring damage. In all other respects liability is excluded.

**3.4** Each period begins only after receipt of all documents required for the execution of the order and after receipt of payment, insofar as advance payment has been agreed.

**3.5** If the performance or the manufacture or delivery of the purchased item is prevented or delayed for reasons for which we are not responsible, the performance period shall be extended for the verifiable duration of the obstacle. When calculating the extension of the deadline, an appropriate start-up time for the resumption of the service activities must be taken into account. Performance and secondary claims of the client during the period are excluded.

**3.6** In the event of a significant deterioration in the financial circumstances of the customer, in particular in the event of cessation of payments or filing for insolvency, our delivery obligation shall lapse. This obligation shall otherwise not apply in the event of fundamental operational disruptions, in particular such strikes and lockouts at our premises or those of our suppliers for which we are not responsible, traffic disruptions, natural disasters, states of war or other cases of force majeure which prevent or impair the contractual performance, for the duration and extent of the hindrances arising, including with regard to subsequent performance.

**3.7** The notification that the goods are ready for dispatch shall be solely decisive for compliance with the delivery period.

**3.8** Unless otherwise agreed in writing, call-off orders must be placed at least 14 days before the desired delivery date. If the purchaser only partially accepts the order quantities, we shall be entitled, without prejudice to our other claims, to levy a surcharge for small quantities. We shall be entitled to deliver the order quantity in full 6 months after order confirmation and to invoice it if no call-off has taken place by then.

#### **4. Prices + terms of payment**

**4.1** If prices have not been bindingly agreed on in writing, the prices stated in our order confirmation shall apply, otherwise our price list.

**4.2** Unless otherwise agreed on in writing, we shall grant a payment period of 10 days from the date of invoice for the immediately due remuneration claim for payments made net, without deduction.

**4.3** If an order is executed in several sections, we shall be entitled to invoice the individual sections separately. If payment is delayed, we may suspend delivery until payment has been made.

**4.4** Payments are to be made directly to us. Our field staff, warehouse administrators and similar persons are only entitled to accept payments if they have been authorised to do so by us in writing. Nevertheless, payments made to them shall not be deemed to have been made until we have received payment.

**4.5** If the customer's financial circumstances deteriorate significantly or if we become aware that our payment claims were already at risk at the time of conclusion of the contract, we shall be entitled to demand immediate payment of the total invoice amount under revocation of agreed payment terms. This applies accordingly if the customer has been unsuccessfully reminded three times of the payment of an individual invoice.

**4.6** In the event of default in payment, we shall be entitled, without prejudice to our other statutory claims, to charge default interest in the amount of 8% above the base interest rate. If the customer is not a businessman, proof of lower damages is permissible.

**4.7** If the customer ceases payments or applies for insolvency proceedings, all discounts, bonuses and other possible benefits granted by us on the outstanding claims shall be deemed not to have been granted.

**4.8** The client may only offset counterclaims if these are undisputed or have been legally established, or if a pending legal dispute is not delayed by the offset. The same shall apply to the assertion of the customer's rights of retention.

**4.9** Unless otherwise agreed, our prices are quoted ex warehouse or factory plus the value added tax, freight and packaging applicable at the time of delivery and only for the respective individual order. They shall also apply only to the services listed, special services shall be invoiced separately.

## **5. Liability**

**5.1** Mandatory provisions of product liability remain unaffected.

**5.2** Based on the statutory provisions, we shall be liable for breaches of warranty, personal injury and insofar as we, our legal representatives or our vicarious agents are guilty of intent or gross negligence.

**5.3** The above limitations of liability apply to the same extent to our representatives, employees, vicarious agents and other vicarious agents.

**5.4** Further claims are excluded.

**5.5** The above limitations of liability apply to the same extent to our representatives, employees, vicarious agents and other assistants.

**5.6** With all non-destructive testing methods of the BMB, very large homogeneous cracks/flocculation cannot be detected under certain circumstances. The reason for this is, for example, the washing out of the flaws during the penetration test and the homogeneity in the X-ray image during digital radiography, which therefore shows no deviation for the inspector/computer. Some of these large flaws can only be detected with an additional visual inspection.

When testing (digital radiography) with two inspectors on one component, the test result may deviate slightly. This can occur, for example, when measuring a defect with the aid of polygon measurement. The error is reduced by more or less approximated points, which have to be set manually for technical reasons. To the extent given, however, this is not decisive for a decision about OK or NOK, but it is decisive for the size of the measured error. Slight deviations of the evaluated advertisements can also occur due to the screening of the greyscales.

**5.7** Until the unloading or loading process has been completed, the customer is liable for damages himself.

The process ends with the calming down on our ground.

**5.8** We shall only be liable to the extent permitted by law for services that go beyond the scope of the contract.

## **6. Retention of Title**

**6.1** Until full payment of all our claims from deliveries and services to which we are entitled against the customer now or in the future, we shall be granted the following securities, which we shall release on request at our discretion, insofar as their value exceeds our total claim by more than 10% on a sustained basis.

**6.2** The goods remain our property. Processing or transformation shall always take place for us as manufacturer, but without any obligation against us. If our (co-)ownership expires due to combination, it is hereby agreed that the customer's (co-)ownership of the uniform item shall pass to us in proportion to the value (invoice value). The customer shall keep the (co-)ownership in safe custody free of charge. Goods to which we are entitled to (co-)ownership shall hereinafter be referred to as reserved goods.

**6.3** The customer is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default of payment. Pledging or transfer by way of security is not permitted. The customer hereby assigns to us by way of security all claims arising from the resale or any other legal reason (installation, insurance, tort) in respect of the reserved goods from deliveries and services. The customer is revocably authorised to collect the claims assigned to us for his account in his own name. This direct debit authorisation can be revoked by us if the customer does not properly fulfil his payment obligations. In the event of access by third parties to the goods subject to retention of title, the customer shall draw attention to our ownership and shall notify us immediately. Costs and damages caused by the access shall be borne by the customer.

**6.4** In the event of conduct on the part of the customer contrary to the terms of the contract - in particular in the event of default in payment - we shall be entitled to take back the reserved goods or, if applicable, to demand assignment of the customer's claims for surrender against third parties. As the indirect owner of the reserved goods, we have the right to enter the premises of the customer. Our taking back or seizure of the reserved goods shall not constitute a withdrawal from the contract, nor shall the disclosure of the assignment by way of security constitute a withdrawal from the contract.

**6.5** At our request, the customer is obliged to provide information on all assigned claims, in particular a list of debtors with name, address, amount of claims, date and number of invoices and, on request, to provide the documents required to enforce the claims.

**6.6** We are entitled to take back reserved goods as well as other values of the customer, which are subject to our actual influence, as security and, after an unsuccessful offer of an appropriate redemption sum, to dispose of them freely.

## **7. data processing**

We would like to point out that data on business transactions are processed within our company and reserve the right to use the information provided for the purpose of obtaining credit security.

the required data to the insurer.

## **8. International legal relations**

The law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relationship between us and the customer to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

## **9. place of performance**

Place of performance for the obligations incumbent upon the customer is Plant 1 *D-74906 Rappenu.*  
and/or plant 2 *D-74252 Massenbachhausen.*

## **10. place of jurisdiction**

If the customer is a merchant, a legal entity under public law or a special fund under public law or does not have a registered office in the Federal Republic of Germany, Heilbronn shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. This also applies to check processes. In all cases, we are entitled, at our discretion, to take legal action at the principal's place of business.

## **II General Terms and Conditions of Delivery (Conditions of Purchase)**

### **11. Delivery, transfer of risk**

**11.1** Delivery is ex works: Plant 1 *D - 7 5 4 4 3 Ö t i s h e i m* and/or Plant 3 *DD-75443 Ötishheim* and, in the case of delivery by another company commissioned by us with the production, ex its respective place of business.

**11.2** If no express agreement has been made regarding the route of dispatch and means of transport, we shall make the selection with due care. The conclusion of transport and similar insurances is the responsibility of the buyer.

**11.3** Goods which the customer has to collect from the supplier's works in accordance with the agreement shall be stored at the expense and risk of the customer from the time at which the customer has been notified that the goods are ready for collection and the customer is in default. In the case of deliveries, the buyer must ensure that the goods can be unloaded immediately. We reserve the right to charge for waiting hours and return freight.

**11.4** If the goods are ready for collection and dispatch, we shall be entitled to set the purchaser a reasonable deadline for acceptance. If the goods are not accepted within this period, we shall be entitled to store and invoice the goods at the purchaser's expense.

**11.5** Appropriate partial deliveries are permissible.

**11.6** We reserve the right to make deliveries within a quantitative range of up to 10% above or below the ordered quantity.

**11.7** Our delivery obligation shall be deemed to have been fulfilled in full and the risk shall pass to the Buyer as soon as the Buyer has been notified of the readiness for collection in the case of pick-up orders and the Buyer has been informed of the readiness for collection.



is in default. In all other respects, the risk shall pass to the buyer upon transfer of the goods to the forwarding agent or carrier at the latest upon leaving our delivery plant or warehouse or other shipping points. This shall also apply if the goods are delivered carriage paid by us. The dispatch takes place in each case on danger of the buyer, also with fob and cif -transactions. If the carrier accepts the consignment without complaint, we shall not be liable for packaging or loading. Packaging is charged at cost price.

**11.8** We only produce outturn samples in exceptional cases against cost sharing. If the buyer demands changes based on a failure sample, we can demand acceptance of the parts already manufactured from the buyer and reimbursement of the costs incurred by us due to machine downtime.

**11.9** We may make technical changes which serve to improve the goods without the prior approval of the buyer.

## **12. Obligation to examine and give notice of defects**

The goods shall be inspected immediately upon arrival at the place of destination, even if samples have been sent. The delivery shall be deemed approved if we have not been notified in writing of any obvious defects or of any defects which are recognisable upon proper inspection prior to installation or further processing or within a preclusive period of 8 days after arrival of the goods at the place of destination. A transport damage or the incompleteness of the delivery must be reported immediately.

## **13. Guarantees, warranty claims**

**13.1** Claims for defects are excluded for differences in quality, dimensions, density, weight, etc., if such differences do not exceed deviations customary in the industry and in materials, in particular if they lie within the tolerance range of quality guidelines or standards.

**13.2** In the case of justified complaints made in good time, we shall, at our discretion, either remedy the defect or supply a replacement. For replacement deliveries we shall have a reasonable period of time at our disposal, in particular the time required for the manufacture of the replacement goods. If the defect does not affect the fitness for use and if there is no material defect, we shall be entitled to grant a reduction instead of subsequent performance. The purchaser's further-reaching claims presuppose that we are in default with subsequent performance due to material defects and that a reasonable grace period has expired or that two attempts at rectification have failed. Even after expiry of the grace period, we shall be entitled to render subsequent performance until we have received a clear declaration from the purchaser which expressly rejects further performance. Instead of withdrawing from the contract and claiming damages instead of performance, the purchaser may in such cases demand the costs of a substitute performance insofar as this does not exceed the net order value of the defective part of the delivery.

**13.3** The warranty period for all deliveries is 1 year from delivery of the goods to the buyer.

**13.4** If the examination of a return of goods within the scope of the notice of defects reveals that the notice of defects was unjustified, we shall be entitled to charge a customary remuneration for the examination of the goods as well as the costs for dispatch.

**13.5** The statute of limitations for warranty claims shall not be suspended or interrupted by the repair or replacement delivery.

**13.6** We shall not be liable for damage resulting from improper use and storage, faulty installation or natural wear and tear. Any repair work or other intervention carried out by the purchaser or third parties without our consent shall void all warranty claims.

## **14. industrial property rights**

**14.1** If we have to deliver according to drawings, models or samples made available to us by the buyer, the buyer is liable to us for the fact that the production and delivery of the objects do not violate the industrial property rights of third parties.

**14.2** If we are prohibited by third parties from manufacturing and supplying objects based on drawings, models or samples of the purchaser on the basis of industrial property rights, we shall be entitled, without being obliged to check the legal situation, to cease manufacturing and to refrain from supplying, to the exclusion of any claims on the part of the purchaser; the purchaser shall reimburse us for any costs already incurred by us as a result of the execution of the order. In any case of the above-mentioned type, the purchaser undertakes to indemnify us against claims for damages by third parties and to pay us full compensation for damages arising from the infringement or assertion of any industrial property rights of third parties.

## **III General Terms and Conditions for Contracts for Work and Services**

### **15. Performance, hindrance, acceptance**

**15.1** If there are differences in the scope of performance, the text of the framework agreement shall apply in case of doubt, and in the absence of such, the text of our order confirmation.

**15.2** If the provision of services is impeded due to circumstances for which the customer or his vicarious agents are responsible, in particular due to lack of or insufficient space, tools, material, provision of materials, etc., we shall invoice the times of impediment at the hourly rates agreed or included in the calculation.

**15.3** Acceptance shall be effected informally by acceptance of the work results by the customer.

**15.4** We reserve the right to carry out deliveries and services within a quantitative framework of up to 10% above or below the ordered quantity.

### **16. tolerances**

**16.1** For all processing and inspection activities, a 0% error rate shall only be owed if expressly agreed. The tolerances are specified in the order confirmation. In the absence of an express indication, a maximum error tolerance of 1% shall be agreed, insofar as in Sections 16.2 or 16.3 no more favourable error tolerance has been agreed for the purchaser.



regulation or the customer proves that a significantly lower fault tolerance is owed at the agreed price as is customary in the industry.

**16.2** For series processing and machine processing, the agreed tolerances or, alternatively, the tolerances specified in drawings or samples shall apply. The material, processing and industry-specific variations shall be taken into account. If no excess percentages in ppm (defective parts per million processed parts) have been agreed, a Cpk value of at least 1.0 shall be deemed to be the indicator for the process variance in relation to the tolerance. In the case of characteristic values that are not normally distributed, the corresponding excess percentage shall be owed.

**16.3** For visual inspection and manual processing, the error tolerance can usually only be determined after the problems to be processed have been recorded. The customer is obliged to clearly instruct and communicate the task as well as to release the machining and/or testing process installed by us and the resulting product quality and repeatability. If an agreement is not reached, an agreement which can be assumed with careful handling and execution and which is of the type the quality level (tolerance) appropriate to the activity.

**16.4** If reworking is excluded, we shall grant a pro rata reduction (reduction) of the agreed remuneration for work. The reduction shall only be owed for that part of the performance for which the agreed or customary fault tolerance was exceeded. The percentages of the exceeding of the tolerance determined for the calculation of the reduction shall be rounded commercially to full percentages.

## **17. Guarantees, warranty claims**

**17.1** Claims for defects are excluded for differences in quality, dimensions, density, weight, etc., if such differences do not exceed deviations customary in the industry and in materials, in particular if they lie within the tolerance range of quality guidelines or standards.

**17.2** Obvious defects or defects which are recognisable upon proper inspection shall be notified at the latest upon acceptance, but in any case prior to processing or other use of the work in accordance with the contract. Defects discovered later must be notified in writing within a preclusive period of 8 days.

**17.3** In the case of justified complaints made in due time, we shall, at our discretion, either remedy the defect or supply a replacement. For replacement deliveries we shall have a reasonable period of time at our disposal, in particular the time required for the manufacture of the replacement work. If the defect does not affect the usability and if there is no substantial defect, we are entitled to grant a reduction instead of subsequent performance. Further claims of the customer require that we are in default with subsequent performance due to substantial defects and that a reasonable period of grace has expired or that two attempts at subsequent performance have failed. Even after expiry of the grace period, we shall be entitled to render subsequent performance until we have received a clear declaration from the customer expressly rejecting further services. Instead of withdrawing from the contract and demanding compensation instead of service, the customer may in such cases demand the costs of substitute performance, provided that this does not exceed the net order value of the defective part of the delivery.

**17.4** The limitation period for warranty claims begins with the acceptance of the work. If an acceptance is not carried out, the period begins with the handing over of the work result.

**17.5** The statute of limitations for warranty claims shall not be suspended or interrupted by the repair or replacement delivery.

**17.6** We neither take over the liability nor can we guarantee the legibility of your component numbers/-IDs..., which e.g. were written on your components.

change process

02.09.14	17.6	newly added	put online on:30.09.2014
19.09.16	5.6	addition	put online on:19.09.2016
28.07.20	9	adaptation of location	
28.07.20	11.1	adaptation of location	