

Sales and Delivery Conditions

§ 1 General Provisions

1.1 These Sales and Delivery Conditions shall govern any and all current or future quotations, offers, contractual relations, deliveries and other performances, including service agreements (hereinafter "Contract Manufacturing") between us and the "Buyer".

Differing conditions of the Buyer, which are not accepted explicitly in writing, are not binding, even if we execute a contract without contradicting such conditions expressly. If these Sales and Delivery Conditions rendered inapplicable by a valid defense clause the sale of any goods delivered by us to the Buyer (the "Goods") shall be subject to the retention of title of § 10 here in below.

1.2 These Sales and Delivery Conditions are only applicable vis-à-vis entrepreneurs, legal persons under public law or special funds under public law in the meaning of § 310 para. 1 German Civil Code ("Bürgerliches Gesetzbuch - BGB").

§ 2 Offer and Placing of an Order

2.1 Our quotations are always non-binding and without obligation. The contract comes into effect only if we confirm our acceptance of the order in writing or if the delivery is carried out. For the extent of the delivery our written confirmation of the order is decisive. All contractual terms are to be laid down in writing; this applies also to supplements, alterations and side agreements. The right to correct errors of offers, of confirmations of orders, and of invoices is reserved.

2.2 The concluded contract including these Sales and Delivery Conditions shall exclusively govern the relationship between us and the Buyer.

2.3 All information, pictures, drafts, models, prospects, technical data and catalogues or other technical data as given in our prospects, catalogues, advertisements and price lists or any information attached to our offer are non-binding. They are only supposed to give a description and are only intended to convey an adequate idea of the goods described therein. The afore-said information will only become part of the contract if and insofar as it is expressly confirmed by us as binding in writing.

§ 3 Pricing, Payment Terms, Intra-Group Clearing

3.1 Our Prices are calculated ex works (EXW pursuant to INCOTERMS 2020) plus VAT plus any other taxes which become ~~obligatory~~ unless agreed upon otherwise. If any material change of certain cost factors, such as costs for labour, raw materials, energy or freight occurs between the conclusion of the contract and the date for the delivery the agreed price may be adjusted to a reasonable extent in accordance with the weight the decisive cost factors have.

3.2 If only a target quantity has been agreed upon our calculation will be based on the non-binding order quantity expected by the Buyer. If the Buyer calls off less than the target quantity we are entitled to reasonably increase the price agreed upon. If the Buyer calls off more than the target quantity, we will reasonably reduce the price agreed upon.

3.3 All invoices are due for payment within 30 days – in the event of Contract Manufacturing within 8 days – calculated as of the date of the invoice. Payment shall be effected in such way that we can dispose of the amount on the due date.

3.4 If payment will not be effected in due time we are entitled to charge interest for the delay in the amount which we are charged by the bank for loans on current account, however at least in the amount of the statutory interest rate applicable to business transactions between entrepreneurs pursuant to § 288 para. 2 BGB, currently equal to 9 percentage points above the base interest rate of the European Central Bank.

3.5 The Buyer may only set-off his claims against our claims or invoke a right of retention in case his counterclaim is recognized by declaratory judgment or if it is undisputed or if his counterclaim stands in a mutual contractual relationship to our claim. Moreover, the Buyer may only invoke a right of retention if his counterclaim derives from the same contractual relationship.

3.6 If and to the extent that our claim for payment is jeopardized due to circumstances which have materialized after the conclusion of the contract and which lead to a substantial deterioration of the Buyer's financial situation we are entitled to declare due our payment claim, irrespective of the term of any bills of exchange which we have accepted.

3.7 If the Buyer is in default with payment we may terminate the contract and claim damages instead of the performance ("Schadenersatz statt der Leistung") after the unsuccessful expiry of an appropriate period of grace. If the default of the Buyer hints at the fact that the recoverability of not only an insignificant part of our amount receivable is jeopardized we are also entitled to prohibit the processing of the Goods, take them back and for such purpose get access to the premises of the Buyer, if necessary. The recovery of our Goods is no termination of the contract. The provisions of the German Insolvency Act ("Insolvenzordnung – Inso") remain unaffected.

3.8 In case the Buyer is in default with any partial payment which might have been agreed upon we are entitled to declare due the entire outstanding amount with immediate effect.

3.9 In the cases as provided for in § 3.7 as well as in § 3.8 we may revoke the direct debit authorization (§ 10.7) and demand advance payments for any pending deliveries.

3.10 The legal consequences as provided for in § 3.7 as well as in § 3.8 can be averted by the Buyer by providing a security corresponding to our amount receivable which is jeopardized. If the Buyer neither provides any prepayment nor any security in the cases as addressed in § 3.7 or in § 3.8 we are entitled to terminate the contract under exclusion of any claims for damages or reimbursement of the Buyer. We are entitled to ask for securities for our amounts receivable – irrespective of whether or not they are conditioned or limited in time – which are customary with regard to their nature and amount.

3.11 The right of the Buyer to determine which claims of the Buyer shall be settled by payment is replaced by the statutory rule of terms of amortization of § 366 para. 2 BGB.

3.12 The provisions of statutory law regarding the delay of payments remain unaffected.

3.13 On the basis of an authorization granted to us by the companies belonging to Wickeder Group ("Group Companies") we are entitled to declare a set-off against all claims which the Buyer has, irrespective of their legal grounds, vis-à-vis us or vis-à-vis our Group Companies at any time with our own claims vis-à-vis the Buyer. The Buyer's payment obligation is extinguished to the extent of the set-off, which will be notified to the Buyer, and the amount payable of the respective Group Company ceases to exist.

The Group Companies which are part of the such set-off circle are only those Group Companies which are affiliated with us in the meaning of § 18 German Stock Corporation Act ("Aktiengesetz – AktG"). Upon request of the Buyer we will disclose such Group Companies without undue delay. The aforementioned set-off authorization also applies to accounts receivable and accounts payable not yet due against a discounting in the amount of the customary bank interest rates.

A different method of payment (e.g. cash payment on the one hand, handing over of a bill of exchange on the other) does not preclude a set-off.

§ 4 Measures, Weights, Quality

4.1 Quality and measures are determined according to the agreed, and in the absence of an agreement, according to the DIN-standard provisions, EN standards and/or material data sheets, and in the absence of such according to commercial practice. Any references to standards, works-standard specifications, material data sheets or inspection certificates as well as information relating to qualities, measures, weights and usability and any confirmations of conformity and respective CE or GS labels do not qualify as representations or warranties.

4.2 Any deviations from measure, weight and quality and other specifications are admissible if they are still in compliance with the DIN-standard provisions or EN standards or if they are customary in trade. Any other deviations require a specific agreement.

4.3 The weights are determined by using our calibrated weighing machines and are decisive for invoicing purposes. In the event of Contract Manufacturing the weight of the arriving material which shall be processed by us shall be decisive for the invoicing. The weight is proved by presenting the protocol of the weighing machine.

Provided legally permissible, we reserve the right to determine weights without weighing according to the standard (on a theoretical basis). This has no effect on the additions and deductions (trade weights) common in the steel industry of the Federal Republic of Germany. The number of items or coils as stated in the dispatch notice is non-binding in case the Goods are invoiced on the basis of their weight.

If an individual weighing is not customarily performed the total weight of the consignment shall be decisive. Any deviations from the theoretical individual weights are allocated to them proportionately.

§ 5 Dispatch and Transfer of Risk

5.1 In the absence of any specific written agreement the route and the means of transport as well as the choice of the carrier or of the freight forwarder are in our discretion.

5.2 Goods which have been notified as ready for dispatch have to be immediately taken over by the Buyer. If the dispatch of the Goods is delayed due to circumstances within the responsibility of the Buyer any costs incurred by such delay will be charged to the Buyer.

5.3 In the event of any transport damages the Buyer must immediately procure that a report by is prepared by the competent body and notify us in writing.

5.4 Unless otherwise agreed by the parties in writing, the risk in the Goods – irrespective of the nature of the contract concluded between the parties – passes to the Buyer in the moment in which the Goods are handed over to the hauler, carrier or freight forwarder or upon the loading into one of our vehicles, at the latest, however, at the moment in which the Goods leave our factory or our warehouse. This also applies if partial deliveries are performed or if we have assumed other obligations, such as bearing the costs of transport or transport itself. The Buyer may not reject the acceptance of the Goods in the presence of only an insignificant defect.

5.5 In case the dispatch is delayed upon demand of the Buyer or in case the Buyer intentionally or negligently causes the delay of the collection of the Goods himself, the passing of the risk occurs when the notice of readiness for the dispatch is given.

5.6 Trade terms are construed in accordance with the INCOTERMS 2020.

5.7 We are entitled to perform partial deliveries if (i) the partial delivery can be utilized by the Buyer in accordance with the contractual purpose (ii) the delivery of the remaining Goods ordered is ensured and (iii) no significant additional expenses or extra costs are triggered for the Buyer (unless we confirm our willingness to assume such costs).

5.8 Unless customary in trade or otherwise agreed by the parties Goods are delivered without packaging and without protection against rust. If we provide for packaging, the packaging, protection and/or auxiliary transportation measures are performed by us in our discretion and on the expense of the Buyer. Any return of packaging is governed by the respective agreement concluded with Buyer. We do not bear the Buyer's costs for return transport or for any own disposal of the packaging by the Buyer.

§ 6 Time of Delivery, Delay of Delivery

6.1 Delivery dates or terms of delivery announced by us are always of approximate nature only unless a fix date or term has been expressly confirmed or agreed upon. In case they are supposed to be binding, their binding nature must also be agreed upon in writing.

6.2 If the Buyer does not comply in due time with his contractual duties – also regarding cooperation duties or ancillary obligations – such as e.g. the presentation of necessary certificates or permits of authorities, including any export licenses, opening of a letter of credit, presentation of foreign certificates, performance of an advance payment and similar, we are entitled to adequately postpone our delivery dates in accordance with the requirements of our production process without prejudice to our further rights deriving from a delay of the Buyer. In addition, the observation of the delivery time by us requires that all commercial and technical issues have been clarified by the parties.

6.3 Unless otherwise agreed by the parties we deliver ex works (EXW pursuant to INCOTERMS 2020). The notification of the readiness for dispatch or collection shall be decisive for the punctual delivery. In the event of later amendments of the contract which are performed upon the initiative of the Buyer and which affect the delivery time, the delivery time is adequately prolonged.

6.4 Our duty to deliver is always subject to a correct and timely delivery by our suppliers, unless we intentionally or negligently cause the incorrect or untimely delivery by our suppliers. Moreover, our deliveries and performances (contractual performance) are subject to the condition that national or international legal provisions, in particular export control provisions and embargos and other sanctions, do not prevent such performance.

6.5 Force majeure, strikes, riots, measures of authorities as well as other any disruptions of normal business operations for which we are not responsible (e.g. fire, breakage of machinery and mills, lack of raw materials or energy, illness-related absence of managing staff as well as strikes lock-outs, insufficient number of employees), obstruction of traffic routes, delays in imports / customs clearance as well as all other circumstances which considerably aggravate deliveries or render them impossible – also if they materialize at our suppliers and manufacturers – with no responsibility of ours entitle us to postpone the delivery by the duration of the impediment plus an appropriate run-up period after the end of the impediment. This also applies if such circumstances materialize in a period in which we are in default, unless we have caused the delay intentionally or gross negligently. The contractual parties are obliged to provide each other with the necessary information which may reasonably be expected without delay and to adjust their obligations to the changed circumstances in good faith.

6.6 Excess or short deliveries of the contracted quantity shall be permissible in accordance with standard industry practice. Where quantities are indicated as "circa", we may exceed or fall below the agreed quantity up to 10%.

6.7 If the delivery is not timely, the Buyer has to set us a grace period, which has to run for at least fourteen working days. Any and all reminders and notices regarding the setting of deadlines by the Buyer require written form in order to be valid. If the grace period set by the Buyer expires without notification that the Goods are ready for dispatch, the Buyer is only entitled to withdraw from the contract or to terminate the contract in any other way if the Buyer has threatened such consequences of an unsuccessful expiry of the deadline simultaneously with the setting of the deadline. Our extended liability pursuant to § 287 BGB shall be excluded. If we are in default with our delivery or performance or in case a delivery or performance becomes impossible – irrespective of the reason – our liability is limited in accordance with the provision of § 11 of these Sales and Delivery Conditions.

§ 7 Intellectual Property Rights

7.1 Our Estimates of costs, drafts, drawings, and other documents or models remain in our ownership. The Buyer is entitled to utilize such information and documents only in accordance with the contract concluded with us. In relation to the Buyer the comprehensive copyright with all rights to all information and documents handed over during the contractual relations belongs to us only. This applies also to all information and documents coming into existence due to initiations and co-work by / with the Buyer. Disclosure to third parties may only be effected with our prior written approval. Drawings and other documents which are part of the offers have to be immediately handed back to us on our demand or if the order is not placed and each and all copies made have to be deleted irretrievably, also to the extent that they are located on electronic storage media of the Buyer.

7.2 If during manufacturing of the Goods in accordance with drawings, samples, or any other specifications of the Buyer any rights of third parties are violated, the Buyer is obliged to hold us harmless from all claims against us upon our first demand. We are not obliged to verify the aforementioned documents with respect to existing industrial property rights of third parties.

§ 8 Call Orders

8.1 In case of call orders Goods reported as ready for consignment must be called forward immediately, otherwise and at our choice we are entitled to dispatch them after reminder at the cost and risk of the Buyer or at our discretion to store them and to invoice them immediately. If the Buyer does not call forward the Goods within three months after the date of the reminder we are entitled to terminate the call order schedule and/or the respective frame agreement, in which the call order schedule is contained without observation of any notice period and to immediately cease the manufacturing of the Goods which has been agreed in the call order schedule. The Buyer is obliged to call forward and pay for all Goods which have been manufactured by us until such moment within three months after the date of the termination, unless the call order schedule provides for any earlier obligation to call forward and pay for the Goods.

8.2 Where the contract provides for continuous deliveries, the Buyer shall divide the quantities and grades of the Goods into approximately equal monthly shipments. Otherwise we shall be entitled to specify them at our own fair and reasonable discretion. If the individual calls for delivery in total exceed the contracted quantity we shall be entitled, but not obliged, to deliver the exceeding quantity. We are entitled to invoice the exceeding quantity at the prices applicable at the time of the call or the delivery.

§ 9 Obligation of Inspection and Notification, Defects of the Goods, Warranties

9.1 Public statements, promotional statements and advertisements are deemed not to be descriptions of the quality ("Beschaffenheitsangaben") of the Goods. Statements from our side regarding the quality of the Goods are not to be considered as guarantees with regard to the quality ("Beschaffenheitsgarantie"), unless the parties explicitly agree upon such a guarantee in writing. Only our legal representatives and our proxy holders ("Prokuristen") are entitled to give any guarantees.

In such case the rights of the Buyer are determined by the content of the guarantee given by us.

The Buyer has to assert his rights deriving from the guarantee within two months after the occurrence of the guarantee event (term of foreclosure).

9.2 Goods delivered must be carefully examined immediately after their delivery to the Buyer or to any third party specified by him. Defects regarding the quality of the Goods have to be notified in writing immediately, however at the latest within seven days of their delivery. Defects regarding the quality of the Goods which cannot be discovered within such deadline even upon the most diligent examination must be notified in writing – under immediate discontinuation of any treatment and processing – immediately after their discovery, however at the latest within four working days after they have been noticed.

9.3 We must be given the chance to ascertain any defect which has been reported. Upon our request any Goods which are subject to complaints shall be returned to us without undue delay, we shall bear the cost of transportation if the complaint is justified and to the extent that they are not increased by the fact that the Goods have been moved after their delivery to a different location than the one which has been contractually provided for.

9.4 In case of a justified and timely notice of defects we assume the warranty for the Goods delivered by us according to the provisions of German Law regarding the sale of goods and in accordance with the subsequent provisions, except for cases of Contract Manufacturing to which § 9.12 shall apply. If an initial sample inspection has been agreed upon any complaints of defects which the Buyer could have noticed during a diligent initial sampling inspection are excluded.

9.5 In case of proven defects of the Goods we are entitled and obliged – according to our choice which has to be made within a reasonable term – to perform either a rectification of defects or a substitution delivery. If the rectification of defects or the substitution delivery fails, i.e. if it is impossible, unreasonable, refused by us or unreasonably delayed the Buyer is entitled to withdraw from the contract or to perform an adequate reduction of the purchase price. However, in case of only minor defects the Buyer is not entitled to withdraw from the contract.

In any event the Buyer is only entitled to withdraw from the contract under the condition of having previously set an adequate deadline in writing which expired unsuccessfully, unless according to German law the setting of such a deadline is not required.

In the event that the Buyer withdraws from the contract because of a defect in quality or title of the Goods the Buyer is not entitled to additionally claim damages for such defect. In case the Buyer withdraws from the contract he is liable for deterioration, loss, and non-derivation of a profit from the Goods, not only for the care one usually employs in one's own affairs, but also for any negligence of his part.

In case of a rectification of defects the Buyer upon our request must specify defects and present written reports on the defects and make available other data which are suitable for the analysis of the defect.

The costs for the rectification of a defect are born by us unless they are increased by the fact that the Goods have been moved after their delivery to a different location than the one which has been contractually agreed upon.

9.6 Any performances of substitution deliveries or rectifications of defects by us – irrespective of their extent – do not qualify as acknowledgement of the defects as claimed by the Buyer. Only our legal representatives and our proxy holders ("Prokuristen") are entitled to make any acknowledgements.

9.7 In case that a defect derives from any act of default by us we will reimburse the Buyer for damages and futile expenses deriving from a defect only in accordance with the limitations as provided for in § 11 of these Sales and Delivery Conditions.

9.8 We are not liable for any defects in the quality of the Goods which reduce the value or the suitability of the Goods only negligibly.

9.9 Any warranty claims of the Buyer shall expire if the Buyer alters the Goods or allows a third party to alter the Goods without our prior consent and if such alteration of the delivered Goods makes the elimination of defects impossible or unreasonably difficult. In any case the Buyer shall be obliged to bear any additional costs for the elimination of defects incurred as a result of the alteration of the Goods.

9.10 Any recourse rights of the Buyer pursuant to § 478 BGB remain unaffected. However, recourse rights pursuant to statutory law only exist if and to the extent that the Buyer has not made any agreements with his customers which exceed the warranty claims provided for by statutory law.

9.11 In cases of Goods which were sold as second-choice material - e.g. so called II-a-material - the Buyer shall not be entitled to any rights resulting from defects as to quality with regard to the reasons stated for the material to be second-choice and further reasons which he usually has to take into account.

9.12 In cases of Contract Manufacturing in the first instance we are only obliged to rectify defects after timely notification of the defect in the event of justified complaints. If the rectification of defects fails, i.e. if it is impossible, unreasonable, refused by us or unreasonably delayed we shall reimburse damages and futile expenses deriving from a defect only in accordance with the limitations as provided for in § 11 of these Sales and Delivery Conditions.

§ 10 Retention of Title

10.1 All delivered Goods shall remain our property (the "Reserved Goods") until all claims have been fulfilled, in particular including also those outstanding balances to which we are entitled within our business relationship. This also applies to future and conditional claims, e.g. deriving from reverse bills of exchange.

10.2 Any treatment and processing of the Reserved Goods is performed on our behalf as manufacturer in the meaning of § 950 BGB, without any obligations resulting here from for us. Treated and processed Goods are deemed to be Reserved Goods as specified in § 10.1.

10.3 If Reserved Goods are processed, joined or mixed with other goods, we acquire the title in the new object in the proportion the invoiced value of the Reserved Goods has to the invoiced value of the other goods. If our ownership ceases as a result of combining, mixing or processing the Buyer herewith transfers to us already now his ownership and/or expectancy rights of the new stock or item to the extent of the invoice value of the Reserved Goods and in the event of a processing in the relation of the invoice value of the Reserved Goods to the invoice value of the other items utilized and shall hold them in custody on our behalf free of charge. Our rights of co-ownership are deemed as Reserved Goods in the meaning of § 10.1.

10.4 The Buyer is entitled to re-sell and transfer the Reserved Goods only in the ordinary course of business to his usual terms and conditions and as long as he fulfills his obligations arising out of his business relation with us in due time, provided that he agrees with his customers on a retention of title and provided that the claims from such sale are transferred to us pursuant to § 10.5 and § 10.6. He is not entitled to dispose of the Reserved Goods in any other way. A utilization of the Reserved Goods for the purpose of fulfilling obligations deriving from a contract for services or for work and materials is also deemed to qualify as a re-sale.

10.5 The claims of the Buyer resulting from a re-sale of the Reserved Goods are herewith assigned to us already now. They shall serve as a security to the same extent as the Reserved Goods in the meaning of § 10.1.

10.6 If the Reserved Goods are re-sold together with other goods, the claim arising from such sale shall be assigned to us in the proportion of the invoiced value of the Reserved Goods to the invoiced value of the other goods. In the event of a sale of goods with respect to which we have a co-ownership pursuant to § 10.3 we shall be assigned a portion of such claims corresponding to our co-ownership.

10.7 The Buyer is entitled to collect claims from the resale. This authorization to collect claims expires in the event of our revocation, however at the latest in case of any default in payment, the nonpayment of a bill of exchange or a filing for the opening of insolvency proceedings. We will only exercise our right of revocation pursuant to § 3.10. Upon our request the Buyer is obliged to notify his customers immediately about the assignment of the claims to us – if we should not do so ourselves – and to provide us with all information and documents which are necessary for collecting the claims. With regard to the collection of these claims the Buyer is deemed to be our trustee with the explicit obligation to transfer to us any and all proceeds, minus his profit.

10.8 Any assignment of the claims deriving from a re-sale is not admissible, unless the assignment is performed by way of real factoring ("echtes Factoring") of which we are notified and in the course of which the proceeds deriving from the factoring exceed the value of our claim which is secured. Our claim becomes due for payment immediately when the proceeds deriving from the factoring are credited.

10.9 We shall be notified by the Buyer as soon as any pledge or other interference by third parties materializes.

10.10 If and to the extent that the value of the securities available exceeds the aggregate of the secured claims by more than 10 % upon the request of the Buyer we are obliged to release securities at our choice.

10.11 In case the Buyer violates his duties, in particular if he is in default with payments, we are entitled to withdraw from the contract after the unsuccessful expiry of an adequate period of grace and to take back the Reserved Goods; the provisions of statutory law regarding the dispensability of setting a period of grace remain unaffected. The Buyer is obliged to hand over the Reserved Goods.

10.12 We are entitled to withdraw from the contract if an application for the opening of insolvency proceedings over the assets of the Buyer is filed for.

10.13 Upon our request the Buyer is obliged to immediately inform his customers about the assignment to us and to provide us with all information and documents necessary for the collection of claims. In the event of any default with his payments the Buyer is obliged to disclose to us such customers to which he has sold the Reserved Goods, unless they have already been entirely paid for.

10.14 In case of any seizures by third parties regarding the Reserved Goods or of the claims assigned to us or of any other collateral, in particular in case of actions of enforcement, the Buyer will clearly hint at our property and will inform us immediately about any and all threatening or already materialized seizures by third parties and hand over all documents necessary for an intervention. The same applies to any other interferences. The costs in connection herewith shall be borne by the Buyer.

10.15 In case the Buyer intends to ship the Reserved Goods abroad, he is obliged to immediately notify us of this intention and, upon our request, to provide a security to us having the closest possible resemblance with and similar effects as the aforementioned retention of title under the laws of the country of the destination of the Reserved Goods.

§ 11 General Limitation of Liability

11.1 Our liability for compensation of damages, regardless of its legal grounds, in particular due to impossibility, default, defective or incorrect deliveries, breach of contract, infringement of duties during contract negotiations and/or tort shall be restricted in accordance with the following provisions of this § 11 if and to the extent that such liability is subject to fault.

11.2 We shall not be liable for cases of ordinary negligence by our executive bodies, legal representatives, employees or other vicarious agents unless such act is deemed to qualify as an infringement with the cardinal contractual obligations. Cardinal contractual obligations are contractual obligations specifically described and the violation of which jeopardizes the

attainment of the contractual purpose or such contractual duties which need to be fulfilled in order to ensure the due and proper performance of the contract and on which the Buyer usually relies and may rely on.

11.3 Insofar as we are generally liable for the compensation of damages in accordance with § 11.2 above such liability shall be restricted to damages that had been foreseen by us at the time of the conclusion of the contract as possible consequence of a breach of contract or that should have been known to us upon exercising customary diligence. Any indirect and consequential damages resulting from defects in the Goods shall only be subject to any compensation claims if such damages could typically be expected upon the use of the delivered Goods in accordance with the intended use of the Goods.

11.4 The exclusions of and restrictions to liability specified above shall apply to the same extent for our executive organs, legal representatives, employees and other vicarious agents.

11.5 The limitations of this § 11 shall not apply to our liability

- because of intentional acts or in case of a fraudulent concealment of a defect,
- for qualities for which a guarantee was issued,
- because of loss of life, physical injury or damage to health as well as
- in respect of claims based on the Product Liability Act (Produkthaftungsgesetz, ProdHG).

11.6 Any claims of the Buyer regarding the reimbursement of expenses are limited to the amount of the interest which the Buyer has in the performance of the contract.

11.7 The provisions of this § 11 shall not operate to alter any of the provisions of law regarding the onus probandi.

§ 12 Statutes of Limitation

12.1 Any claims deriving from a defect become time-barred within one year beginning with the delivery. In derogation from this rule, any defects of a building or an item which has been used for a building in accordance with its ordinary utilization and which has caused the defectiveness of that building become time barred within five years. Substitute performances shall not cause the renewal of the limitation period. Any other claims of the Buyer because of a breach of duty by us and all non-contractual claims of the Buyer become time-barred within one year, beginning in the moment as provided for by statutory law.

12.2 In derogation from the provisions contained in § 12.1 the statutory limitation periods shall apply if

a) the claim of the Buyer against us is based on § 478 or on §§ 651 and 478 BGB,

b) the claim of the Buyer against us is based on our or our agents' or employees' intentional, fraudulent or gross negligent conduct or

c) the claim of the Buyer against us is results from any loss of life, injury or loss of health,

d) the claim of the Buyer against us is based on the German Product Liability Act,

e) the claims are based on a third party's title in rem which grants any such third party a title to the surrender of the goods (§ 438 para. 1 subpara. a BGB) or

f) the claims are based on the grounds of any title recorded in any register of deeds (§ 438 para. 1 subpara. b BGB).

The provisions of § 12.1 shall further not apply if the claim is based on a guarantee given by us in accordance with § 443 BGB, in which case the provisions of § 12.3 hereinbelow shall exclusively apply.

12.3 The limitation period for claims deriving from any guarantee shall be governed by § 438 BGB, unless a shorter period can be derived from the content of such guarantee.

12.4 The suspension of the statutes of limitations concerning claims deriving from or in connection with the contractual relationship between the parties according to § 203 BGB shall cease in the moment of our or the Buyer's refusal to continue negotiating the claim or the circumstances on which the claim is based on. Unless one of the Parties expressly declares in writing that the negotiations have failed, the refusal is deemed to have occurred six months after the dispatch of the last correspondence, the object of which was the claim or the circumstances on which the claim is based on.

12.5 The provisions of §§ 196, 197 BGB or any of the provisions of law applicable to the onus probandi shall not be effected by the provisions contained in §§ 12.1 to 12.4 hereinabove.

§ 13 Applicable Law, Place of Performance, Place of Venue

13.1 German law shall apply to the contractual relations under exclusion of the UN-Convention of April 11, 1980 on Contract for the International Sale of Goods (CISG).

13.2 The place of performance and exclusive place of venue for both parties shall be - to the extent legally admissible - the location of the supplying plant resp. the location of the company of the Wickeder Group.

We are also entitled to bring legal action against the Buyer at his general legal venue

§ 14 Export control

14.1 The Buyer acknowledges German, EC and foreign export control regulations and restrictions and undertakes not to directly or indirectly sell, export, re-export, deliver or pass the Goods (including technical information) in any other way to persons, companies or countries to the extent that this would be contrary to German or foreign export control laws or regulations.

14.2 The Buyer undertakes to provide us with all information which is necessary to verify whether or not an embargo is applicable without undue delay, in particular the name and the address of the final customer, the place of installation or usage as well as the purpose of use; however the Buyer's obligation vis-à-vis us to autonomously verify and communicate the result of this verification shall remain unaffected.

In the event of any non-compliance with the Buyer's obligation to verify and communicate the result of this verification we are entitled to exercise a right of retention and – to the extent that the Buyer does not comply with the aforementioned duties within an adequate period of grace – to withdraw from the contract.

14.3 The Buyer further undertakes to procure any export licensees, export permits or any other documents which might be required in connection with any (later) import, export, re-export, assignment and usage of the Goods prior to any export of the Goods (within or outside the EC) on the Buyer's own expense and to oblige any further recipients of the Goods in the delivery chain to the same extent and to instruct them about the necessity to follow the applicable laws and regulations.

The Buyer shall be liable vis-à-vis us to the full extent in case of the non-compliance with the applicable provisions by third parties in the delivery chain and shall hold us harmless on first demand from any possible claims raised against us.

In addition, the Buyer will immediately inform us in the event that he becomes aware of any breach of the third parties' duties in connection with the (re-) export of Goods or any products resulting from such Goods.

§ 15 Final Provisions

Our previous Sales and Delivery Conditions are herewith rendered invalid.

The English text of these Sales and Delivery Conditions is a convenience translation only and the German version of our Sales and Delivery Conditions which can be found at <http://www.wickeder-group.de/alzb.html> shall be the decisive and legally binding version. In case of any inconsistency between the German and this English version of our Sales and Delivery Conditions, the German version shall always take precedence and prevail.

Should a provision of the Sales and Delivery Conditions be or become ineffective, this shall not affect the validity of the remaining conditions.

Privacy Policy

The Buyer is acknowledged that we store data provided for the purpose of the processing in an electronic data processing system in accordance with the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and that we reserve the right to transfer such data to third parties (e.g. insurance company) to the extent necessary for the fulfillment of the contract.