

GENERAL DELIVERY AND PAYMENT CONDITIONS

1. Terms and conditions of contract

Our offers are always non-binding. Agreements and contracts become binding for the supplier only in the event that an order confirmation is provided in writing. We do not accept any conditions of the customer, even if they are not explicitly contradicted. Deviating verbal agreements require the written form in order to be effective. Goods used in components subject to the Construction Products Regulation must be explicitly ordered as CE goods pursuant to the Construction Products Regulation and DIN 15088. The law of the Federal Republic of Germany applies to any legal dealings with us.

2. Prices, payment, security

Prices are ex warehouse or ex works plus freight and VAT, unless otherwise agreed. All taxes and other duties applicable to our deliveries and services incurred in the recipient country are at the expense of the customer. Unless otherwise agreed or stated in our invoice, the purchase price must be paid within 30 days. Payment and discount periods start from the date of the invoice. Compliance is governed by the date of receipt of payment. In case of overdue payment or default we are entitled to charge interest at 9 percentage points above the base rate unless higher interest rates have been agreed. If the customer fails to comply with the payment obligations, repeatedly makes late payments, or we become aware that the customer is in a bad financial position or has liquidity difficulties, we are entitled to demand prepayment before delivery or to withdraw from the contract at any time. Sums paid by the customer to cover tooling costs do not entitle the customer to any claim on such tools. They remain the property of the manufacturing plant.

3. Return of goods

In the event that goods in perfect condition are returned, the supplier shall deduct 20% of the amount to be reimbursed. Materials from framework contracts, blanks and special designs can neither be returned nor exchanged.

4. Transfer of risk/shipping/freight

Unless otherwise agreed in writing, our deliveries may be fulfilled ex stock; this also includes third-party plants or warehouses. Risk is transferred to the customer at the latest when the goods are given to the forwarder or other carrier. This is true even if the goods are delivered by our own employees. If the customer provides no specific instructions, we may select a suitable transport party. Risk is transferred to the customer even if the customer requests us to store the goods on site. If goods are ready to ship and shipment is delayed for reasons outwith our control, the risk shall pass to the customer upon receipt of notification of readiness for dispatch.

5. Delivery times/delivery terms and conditions/default

Delivery dates and deadlines always indicate an approximate time of delivery to the customer. These only become binding after written confirmation by the supplier. The delivery period starts on the date of the order agreement in writing between the customer and the supplier. If non-compliance with the deadline is demonstrably due to mobilisation, war, riot, strike (also in third-party companies), lockout (also in third-party companies), incorrect or untimely delivery from the supplier's vendors, or the occurrence of unforeseen obstacles beyond the control of the supplier or its vendors, the deadline shall be extended accordingly. If dispatch or collection is delayed for reasons for which the supplier is not responsible, the deadline shall be deemed to have been met if it has provided notice that the goods were ready for dispatch/collection within the agreed deadline. If, due to the above circumstances, delivery and/or performance becomes impossible, we are exempted from our obligation to deliver. Claims for damages by the customer are excluded in all cases, even after expiry of a grace period set for the supplier. This shall not apply insofar as liability is mandatory in cases of intent and gross negligence. If there is a delay in the dispatch or delivery of the goods due to the customer's actions, the supplier is entitled to invoice the customer for any additional costs thus incurred.

6. Weight/dimensions/deviations

The customer must advise us in writing and provide proof of any deviation in weight, quantity or specification of the delivered goods from the information provided in our delivery note. Dimensions are subject to the standards prescribed in EN and DIN norms, as well as the usual permissible deviations, unless other written agreements exist. At the point of sale, the weight as determined by us or our supplier is exclusively authoritative for invoice calculation, unless another mandatory regulation applies.

7. Shipping and packaging costs

When we undertake shipping, pro rata freight costs and packaging costs according to expenditure will be charged.

8. Warranty/liability/notification of defects

We must be notified in writing of material defects, wrong deliveries or shortages within one week of the receipt of goods. For defects which could not be established within this time limit even after careful examination, we must be notified in writing immediately after detection, at the latest before expiry of the 1-year limitation period. If this does not happen, the goods are considered approved. If we allow an extended

deadline to elapse without replacing or remedying the defect, or if the rectification work is unsuccessful, then the customer has the right to withdraw from the contract, to the exclusion of all other claims. In the case of replacement deliveries and/or rectification work, we are liable at most to the same extent as for the original delivery item. Claims for damages due to impossibility of delivery, delay, positive breach of contract, conclusion of a contract, or tort are excluded, unless they are based on intent or gross negligence on our part or by one of our agents. In such cases, the customer also has the right to withdraw from the contract to the exclusion of all other claims, including those from the above provisions. The customer cannot refuse or withhold services for any counterclaims, nor offset them against counterclaims, unless the counterclaims have been acknowledged by us or determined by a court.

9. Retention of title

The delivered goods remain our property until all claims resulting from the business relationship are fulfilled in their entirety (extended retention of title). The customer may dispose of the goods subject to retention of title only in the context of his normal course of business. Pledging, leasing or transfer by way of security is not permitted. Only the receipt of the equivalent value is valid as payment with us. If the customer is in default of payment, we are entitled to take back reserved goods and to enter the customer's premises for the purpose of taking stock and taking possession of our goods. In the event that the goods have been sold in the context of the customer's normal course of business, the customer assigns to us all claims arising from the sale of the goods. The customer is authorised to collect these claims insofar as he meets his payment obligations to us and is not financially insolvent.

An assignment to third parties, in particular to credit institutions, is inadmissible with regard to the extended retention of title.

If the customer is in default of payment, we are entitled to demand the publication of the customer's sales documents at any time, and to inform the customer's buyers of the assignment.

The customer must inform us immediately of any foreclosure measures by third parties with regard to the reserved goods or of claims assigned in advance by sending us a copy of the foreclosure record.

Upon request by the customer, we are obliged to release securities of our choosing pursuant to the aforementioned provisions, insofar as their value exceeds that of the claims to be secured by at least 20%.

The customer is obliged to insure the reserved goods against burglary, storm, fire and water damage at his expense.

10. Data protection

We would hereby like to point out that we store personal data in order to deal with inquiries, orders and deliveries, for technical administration, and to provide information about products and services.

Pursuant to legal retention periods, customers may object to the storage of their personal data at any time.

Personal data is transferred to third parties only for the purposes of contract fulfilment (freight forwarders, suppliers).

Furthermore, we are entitled to have your data checked by credit card providers. Your personal data will be processed and used exclusively by employees and authorised partners of NE- Metallspezialitäten Vertriebsges. mbH. Please note that data transmitted via the Internet, e.g. emails, may be vulnerable to security loopholes. It is therefore not possible to provide complete protection against access by unauthorised third parties.

To ensure the highest level of protection, we secure our IT systems against unauthorised access, disclosure, input, loss and dissemination. We also take technical and organisational measures (TOM) to protect against destruction and alteration by unauthorised third parties. You can object to the use of your personal data at any time. Incorrect information about you will be corrected on request. Pursuant to legal requirements, you can request information about your personal data at any time, within the scope of the right to information. In order to exercise your right to the deletion or blocking of your personal data, please contact our management in writing, demonstrating sufficient credentials.

Due to the company's size we are not required to appoint a data protection officer!

11. Place of performance, court of jurisdiction, applicable law

The place of performance for mutual obligations arising from the contractual relationship is our registered office.

The place of jurisdiction for all legal disputes arising from the contractual relationship, as well as its occurrence and effectiveness, is determined by the registered office of our company.

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