

General Terms of Sales and Delivery

1. Formation of contract

1.1 These conditions shall apply to all current and future transactions with are concluded with purchasers of our products or services. Varying agreements and terms and conditions of business of the purchaser shall only be applicable if they have been given written confirmation for the respective order. This shall also apply if we are instructed upon receiving a request to make an offer that the offer shall only be subject to the terms and conditions of business of the purchaser. Orders received by customers shall essentially constitute a contractual offer. This shall also apply if we have previously provided the purchaser with price quotations, price lists or a document defined as an offer. Such offers shall also be deemed to have been made subject to our general conditions of business. Contracts are not deemed to be concluded until our written order confirmation has been made or our delivery performed

1.2 Our offers are provisional inasmuch as they contain no written indication to the contrary. Associated documents such as leaflets, illustrations, drawings as well as such products and services represented on the Internet are not binding for us, unless this is confirmed by us as being binding. We shall only accept orders in written form. Electronically transmitted orders must be in the form of secure documents. This shall also apply to order amendments of any type.

2. Delivery

2.1 The transfer of risk to the purchaser shall apply upon the loading of the good at our works, which shall also apply in the case of carriage-free deliveries.

2.2 In the absence of specific agreement, the choice of route and method of shipping shall be made in accordance with our judgement and exclude all liability.

2.3 Should transport insurance be taken out by us, claims for damage shall be limited to the amount refunded by the insurer. The purchaser shall be obliged to advise documented transport damage both to the carrier and to ourselves and to leave the damaged goods in the conditions as supplied pending release by ourselves.

2.4 Should delivery be delayed at the fault of the purchaser the transfer of risk to the purchaser shall already be effective from the announcement of readiness to despatch. We shall be entitled to store the goods at our discretion at the cost and risk of the purchaser and insure the goods against all risks.

3. Prices and Conditions of Payment

3.1 Unless otherwise agreed and confirmed by us, our prices shall be applicable loaded free ex works excluding packing, freight, insurance and VAT where applicable.

3.2 Our invoices shall be due and payable within 30 days without any deductions. Varying conditions shall be subject to written agreement and noted on the invoice. All payments shall be subject to § 367 BGB (German Civil Code). Furthermore, settlement shall be made in accordance with the oldest obligations.

3.3 In the event of arrears (defined by payment receipt by us), we shall be entitled to charge arrears interest in the amount of 8 % above the base rate of the European Central Bank.

3.4 The purchaser shall only be entitled to be offset against an unchallenged or legally established claim. Rights in accordance with § 320 BGB shall however remain valid inasmuch as our obligations for replacement or repair have not been fulfilled.

3.5 Cheques or bills of exchange shall only be acceptable on account of performance. Bills of exchange shall be discountable. They may be rejected by us without justification. Discount expenses and all other costs shall be entirely at the account of the purchaser and shall be due and payable within 8 days following calculation.

3.6 Should cheques not be presented, bills of exchange not be discounted or costs of bills of exchange not be settled within 8 days we shall be entitled to render due all our claims including those upon discounted bills of exchange and to make the fulfilment of delivery obligations from current contract subject to the advance payment of reasonable amounts.

4. Packing

4.1 The type of packing shall be at our discretion. In the choice of packing we consider all identifiable conditions for the definition of the most appropriate packing. The costs of packing, which we charge at cost price, shall be borne by the purchaser.

5. Delivery Periods

5.1 The delivery periods agreed with us shall only commence following complete clarification of all details of the order and when both parties have reached agreement upon the conditions of the order.

5.2 The delivery period shall be appropriately extended - also in the case of arrears - in the event of force majeure and all other unanticipated hindrances which we cannot be accountable for, inasmuch as such hindrances can be proved to have substantial influence upon manufacture or despatch of the goods to be delivered. This shall also apply should such events originate from our suppliers. Should delivery not be possible within a reasonable time we shall be entitled to withdraw from the contract. All claims by the purchaser shall confine themselves to the repayment of possible advance payments for undelivered goods.

5.3 The delivery period shall be deemed to have been fulfilled if the readiness to deliver has been communicated by its end or the goods have left our works.

5.4 We shall only be in arrears should the purchaser have set us an additional time period of at least 30 days and this has expired.

5.5 Liability claims by the purchaser in respect of impossibility to perform an arrears are expressly excluded.

5.6 We shall be entitled to perform part deliveries. These shall be deemed to constitute partial fulfilment of the contract. In that respect withdrawal from the contract by the purchaser shall be excluded.

6. Reservation of Proprietary Rights

6.1 Our deliveries shall be subject to reservation of proprietary rights. The goods shall remain our property until the complete payment of all claims arising from the business relationship with the purchaser. In the case of payment on account the reservation of proprietary rights shall apply as a security against our claimed balance.

Adaptation or processing of the goods may be carried out within the sense of § 950 BGB without any obligation to us. The processed goods shall continue to be reserved goods in accordance with clause 6.1. In the case of processing with other goods that do not belong to us joint ownership to the new goods shall be in relationship to the invoiced value of our goods to the invoiced value of the other goods processed.

6.2 The purchaser shall be obliged to keep the reserved goods for us in accordance with due commercial diligence. We shall be entitled to insure the goods for ourselves at his expense.

6.3 Any mortgaging or transfer by way of security of the reserved goods shall be prohibited to the purchaser. He shall be obliged to inform us without delay about any mortgages and other impairments of our rights.

6.4 The purchaser shall be entitled to assign the goods within

the course of normal business under normal terms and conditions of business subject to claims from the further assignment being transferred to us in full.

6.5 The claims of the purchaser from the assignment of the reserved goods shall be transferred to us immediately. They serve to the same extent for the purposes of providing security, as do the reserved goods. Should the reserved goods be sold together with other goods not assigned by us the transfer of the claim from further assignment shall only apply in the amount of the proceeds from further processing of the reserved goods assigned. In the case of the assignment of goods to which we have co-ownership in accordance with clause 6.2 the transfer of the claim shall be in proportion with the extent of the degree of co-ownership.

6.6 In as much as the customer fulfils his payment obligations he shall be entitled to collect from further assignment the claims transferred to us. The proceeds due to us shall be payable to us immediately upon their respective receipt. Upon demand by us the purchaser shall be obliged to communicate the identity of the debtor of the transferred to us. The proceeds due to us shall be payable to us immediately upon their respective receipt. Upon demand by us the purchaser shall be obliged to communicate the identity of the debtor of the transferred claims and to advise him of the transfer. We shall be entitled to advise the debtors of the transfer on his behalf.

6.7 The reserved ownership shall be transferred to the purchaser as soon as our claims have been met in full. Should the value of the securities to which we bear title exceed the total claim by more than 30% we shall be obliged upon request by the purchaser to release reserved goods in the amount of the excess value.

6.8 In the case of claims due or made due in accordance with clause 3.6 we shall be entitled to seize the goods supplied by us following unsuccessful previous requests for their handover by way of security for ourselves. In this respect the purchaser shall be forced to waive his rights inasmuch as we provide at least one neutral witness for the seizure and immediately confirm the successful seizure in writing stating the witness.

6.9 Returns on the basis of reserved ownership or exercise of the legal right of removal shall be deemed to be withdrawal from the contract in accordance with § 449 Abs. 2 BGB.

7. Warranty

7.1 Complaints concerning our deliveries shall be made by the purchaser in writing immediately upon arrival of the goods at the place of delivery or at the latest within two weeks. Otherwise no warranty claims shall be entertained. This shall not apply to defects that are not discernible despite thorough examination. In such cases a complaint must be made immediately upon discovery in writing.

7.2 The purchaser shall be obliged to examine the suitability of the goods supplied for the intended use in respect of the product descriptions available on the Internet or provided as requested. We assume that the purchaser's knowledge corresponds to state-of-the-art technological understanding. We shall not provide any guarantee for products that have become defective as a result of inappropriate use.

7.3 We shall be entitled to examine or have examined deliveries about which complaints have been made. For this purpose, the purchaser shall provide us with all available documents. All guarantees shall become void should the purchaser handle the goods inappropriately and not in compliance with the technical requirements. This shall apply in particular if the goods are subjected to the effects of dampness where this affects the qualities of the goods or to goods that have been specially manufactured in clean room operation yet not processed under adequate conditions.

7.4 We shall be entitled to supply either partially or in full goods of higher quality than those covered by the price agreed with the purchaser in order to fulfil delivery deadlines. Following such deliveries the purchaser shall not be entitled to claim better quality for future purchases. In particular he shall not be entitled to make any claims concerning any missing qualitative characteristics of the better-quality goods.

8. Liability for Assured Quality

8.1 The product descriptions published by us are of a general character a may be subject to change within the context of technical development. They are consequently not binding and solely serve the purpose of providing information concerning possible usage and application possibilities. The only characteristics that shall be binding are those that are assured to the purchaser in writing. These are tested with standard quality assurance measures and guaranteed. The quality assurance is certified and the selection methods of the QA are established. These shall be made available to the purchaser upon his request. Should our QA methods be insufficient for the purchaser in respect of his planned processing of our goods he shall be required to perform supplementary tests prior to usage of the goods or to make appropriate arrangements with us. We shall not be liable for any defects and consequential costs that do not become apparent within the scope of the prescribed or agreed QA methods.

8.2 Weld Seam Quality

We undertake to provide our products in accordance with materials specifications. The weld quality of our products is beyond the scope of our influence. As these are often dependent upon a reaction of the elements of alloys an upon the prevailing technical conditions at the place of use, we essentially exclude any guarantee for the welding quality of the products supplied by us. Prior to offering large quantities we therefore recommend the purchase of sample amounts from available production lots a having these welded under the prevailing conditions at the place of use. The purchaser accepts upon despatch of the goods that any complaint concerning the welding shall be excluded.

The purchaser shall therefore not be entitled to make claims of impairment, change or to demand return or demand any consequential costs or pecuniary damages due to the welding results.

9 Final Provisions

9.1 The place of fulfilment for all contractually goods and services shall be Heilbronn (company headquarters).

9.2 Place of jurisdiction is for both parties and all mutual and future claims from the business connection even for cheques and action on a bill shall be - according to our choice - Heilbronn or Stuttgart, if the other party is a merchant, has no general jurisdiction in Germany or if he take up his residency or his place of business or habitual residence after the conclusion abroad from the Federal Republic of Germany or his home or place of business or habitual residence at the time of bringing an action is not known. There is, however, reserved, the contractor at his general jurisdiction to sue.

9.3 In all commercial activities, including cheques and bill transactions, only the laws of the Federal Republic of Germany, including those in Germany existing trading practices and technical conventions, apply. The application of the UN International Sale of Goods (CISG) is excluded.

9.4 Should any individual clause of these conditions of business be invalid or impracticable, this shall neither affect the validity of the remaining clauses nor the validity of the contract. In this case, an effective arrangement is valid, which comes closest to the intended purpose.