

Current additional information to our General Terms and Conditions of Business

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As of February 14, 2022, the daily publication of metal quotations by the Schutzvereinigung DEL-Notiz e.V. has been suspended. This means that the previous price basis for the daily copper price settled by us has ceased to apply.

We would like you to be able to understand our pricing for copper objectively and easily in the future. For this reason, we will retroactively use the daily copper price of the London Metal Exchange (www.lme.com), which is fixed in US dollars, as a basis as of February 14, 2022. The conversion into EUR will be based on the daily ECB reference rate.

(https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)

The daily copper price in EUR increased by the purchase costs (cathode premium etc.) will be shown daily on our homepage as a binding copper surcharge (<https://www.emb-wittlich.de/>).

Analogous to this, the regulation in § 3 number 4 in our GTC will change as follows from February 14, 2022:

The net price quoted by us is generally based on a calculative copper price ("copper basis") of Euro 153,- per 100 kg of copper. The buyer agrees to pay the "copper surcharge" in addition to this copper basis. The copper surcharge is calculated as follows: Copper daily price plus the usual market surcharges for procurement and processing costs and minus the copper basis. The copper daily price is the copper price fixed in US \$ by the London Metal Exchange on the day before the purchase contract is concluded (www.lme.com), to which the cathode premium is added. The conversion into EUR is then executed using the ECB reference rate of the same day. The copper daily price determined in this way is published on our website on a daily basis as a binding contractual basis. (<https://www.emb-wittlich.de/>). The copper surcharge rounded up to the next decimal place is shown separately on our invoices. If we grant discounts, these do not apply to the copper surcharge.



§ 1 Applicability

1. Our General Terms and Conditions of Business ("GTC", hereinafter also referred to as "T&Cs") apply exclusively vis-à-vis entrepreneurs within the meaning of § 14 German Civil Code, public-law entities and public-law funds within the meaning of § 310 subsection 1 German Civil Code and shall also be applicable if our T&Cs are not expressly mentioned at the conclusion of the agreement.
2. Our T&Cs shall apply with effect from the date stated above and shall supersede our previous T&Cs.
3. Terms and conditions of business of our customer which deviate from or contradict or are additional to our T&Cs shall only become contents of the agreement if we expressly approve their validity at least in textual form.
4. Our T&Cs shall apply even if we comply with our contractual duties despite knowledge of deviating T&Cs of the customer or do not enclose our T&Cs in the individual case in future transactions. To the extent that we make individual agreements with our contracting partner in at least a textual form, they shall prevail over our T&Cs.
5. If the rights accruing to us according to statutory provisions exceed those from our T&Cs, the statutory regulation shall apply to this extent.
6. Hereinafter, our contracting partner is referred to as "customer".

§ 2 Quotation, conclusion of agreement

1. Our quotations are subject to change without notice and non-binding unless we have expressly confirmed the bindingness in the individual case at least in a textual form. Notwithstanding a longer acceptance period declared by us at least in a textual form, our quotations shall lose their validity following expiry of a period of one month following receipt.
2. Even if our customer's orders are not expressly marked as being binding, they shall be deemed a binding declaration towards us, which we can accept within 10 days of receipt.
3. Scope and contents of the supply/service owed by us shall result exclusively from our contractual documents. We reserve the right to make the following changes to the contractual products following conclusion of the agreement to the extent that this is reasonable for the customer:
 - changes within the framework of the ongoing further development and improvement of the products;
 - slight and/or inessential colour, shape, design, dimension, weight or quantity deviations;
 - deviations which are customary in the trade and/or cannot be avoided according to the state of the art.
4. The quotation is subject to the reservation of correct and punctual supply to us by our suppliers with all the previous materials and products required by us for fulfilment of the order. This shall only apply in the event of us not being answerable for non-delivery, which can be presupposed in the event of suitable and punctual conclusion of a congruent hedging transaction with our supplier.
5. We endeavour to take a change request from our customer with a view to the deliveries/services forming the subject matter of the agreement made following conclusion of the agreement into due account to the extent that this can be reasonably expected of us within the framework of our operational capacity; however, we shall have no duty to make such changes.
6. If there are mistakes on our part through no fault of our own at the conclusion of the agreement, e.g. due to transmission errors, misunderstandings etc., damages pursuant to § 122 German Civil Code on our part have been ruled out.
7. The rights to descriptions, plans, diagrams and software which we provide to the customer shall exclusively accrue to us, in particular the right to exploitation, reproduction and dissemination. The customer shall keep these objects protected against unauthorised third parties.

§ 3 Prices, payment, right of retention

1. If not agreed to the contrary at least in a textual form, the prices stated in our order confirmation and the scope of service and supply stated there shall apply exclusively.
2. Subject to deviating individual agreement, the prices stated in our order confirmation shall, as a matter of principle, not contain the costs of
 - packaging, postage, freight, insurance as well as customs and public dues, but shall apply "ex works"
 - erection and assembly services and other subsidiary costs
 - the statutory turnover tax, which we shall state separately on the invoice at the statutory amount valid on the date of invoicing.
3. Subject to agreement to the contrary, packaging shall be charged at procurement price by us. Following carriage-free return and in a flawless condition, boxes shall be credited with 2/3 of the amount charged. The customer shall empty the railways' own Collico containers without delay after receipt and return them, otherwise we shall be entitled to charge the rental costs charged to us by the railways for the excess days.

4. Unless otherwise agreed, the calculatory copper usage is determined from the calculated copper usage weight including the waste and residues unavoidable in production and our procurement costs. For this reason, the actual copper weight can deviate by up to 10 % from the considered copper usage weight. This does not constitute a product defect and does not justify a claim for price reduction or right to compensation by the customer. The net price quoted by us is generally based on a calculative copper price ("copper basis") of Euro 153,- per 100 kg of copper. The buyer agrees to pay the "copper surcharge" in addition to this copper basis. The copper surcharge is calculated as follows: Copper daily price plus the usual market surcharges for procurement and processing costs and minus the copper basis. The copper daily price is the copper price fixed in US \$ by the London Metal Exchange on the day before the purchase contract is concluded (www.lme.com), to which the cathode premium is added. The conversion into EUR is then executed using the ECB reference rate of the same day. The copper daily price determined in this way is published on our website on a daily basis as a binding contractual basis. (<https://www.emb-wittlich.de/>). The copper surcharge rounded up to the next decimal place is shown separately on our invoices. If we grant discounts, these do not apply to the copper surcharge.
5. To the extent that price increases for which we are not answerable occur between conclusion of the contract and supply of the ordered products, in particular due to changes to the market price, material and raw material price changes which were unforeseeable at the time of the conclusion of the agreement and lead to the fact that we can only purchase the goods or raw materials for performance of the agreement at worse economic conditions, we shall be entitled to adapt the prices agreed with the customer within the framework of the changed circumstances and without charging any additional profit, to the extent that the goods are only to be supplied at least two months after conclusion of the agreement. This shall apply accordingly if we can only purchase the goods from our suppliers at worse economic conditions than were foreseeable at the time of the conclusion of the agreement with the customer as a result of currency rate fluctuations. If the increase of the purchase price agreed with the customer amounts to more than 10%, the customer can withdraw from the agreement concluded with us.
6. We shall be entitled only to perform or to render outstanding supplies or services against advance payment or provision of collateral if circumstances suited to a considerable reduction of the customer's creditworthiness and as a result of which payment of our open claims by the customer from the contractual relationship in question is jeopardised become known to us following conclusion of the agreement. This shall apply accordingly if the customer rejects payment of open claims to us or does not pay and no undisputed or legally effective objections against our claims exist.

§ 4 Payment terms

1. If not agreed to the contrary at least in a textual form, our invoices shall be due for payment within 30 days of receipt net (without deduction) or within 10 days of receipt with 2% discount. For advance payments and COD deliveries, we grant 3% discount.
2. For a first supply to the customer and/or supply abroad and/or if the customer is in arrears, we can demand advance payment.
3. Payments to us shall be made without deduction free payment office. Payment is only effective as soon and insofar as we can finally dispose of the amount. We only accept cheques and bills on the basis of express written agreement and only as an undertaking to pay. Discount charges and other costs of bills and cheques shall be borne by the customer. Our rights on account of reservation of title shall remain in existence until complete performance of all requirements from the bill. A fulfilment effect shall only occur with honouring of the cheque or bill and our release from any liability from the bill.
4. If our customer does not accept purchased goods after the expiry of the period of grace set for it (arrears in acceptance), we can demand liquidated damages for warehousing costs from such time. Without specific proof, this shall be 1% of the purchase price total per commenced week and has been limited to 5% of the purchase price total. The customer and also we shall be free to render proof that no, lower or higher warehousing costs have been incurred in connection with the non-acceptance of goods. Other claims shall remain unaffected.
5. Offset can only be declared by the customer with undisputed or legally effective counterclaims. Over and above this, the customer shall be entitled to claim a right of retention and the objection of a non-performance of the agreement to the extent that and insofar as we are answerable for a breach of duty according to § 276 German Civil Code.
6. In cases of culpable, considerable arrears in payment by the customer, all claims accruing to us against the orderer from the same contractual relationship within the meaning of § 273 German Civil Code shall become due for payment immediately.

§ 5 Deliveries / delivery time / arrears in delivery

1. Delivery periods and dates shall only be binding for us if we have expressly designated or confirmed them as binding. An agreed delivery period shall be complied with if the goods have left our factory or we have notified readiness for dispatch before the expiry of the period, but the goods have not left our factory on account of rejection of acceptance announced by the customer. Dates which have been agreed bindingly shall only be fixed dates if they have expressly been stipulated as such in writing.
2. Compliance with delivery and service dates by us shall presuppose punctual performance of all cooperation duties incumbent on the cus-

tomers, in particular receipt of documents and information to be supplied, clarification of all technical details, receipt of agreed down-payments and if applicable the opening of letters of credit, the existence of official approvals and import licences.

3. The objection of non-performance of the agreement shall remain reserved. The customer waives making an obstruction notice.
4. If our supply is delayed, the customer shall be obliged to set us a suitable period of grace. If this period expires fruitlessly, the customer shall be entitled to demand damages in lieu of performance and to withdraw from the contract. Then, the customer shall declare upon our request within a further suitable period whether it insists on delivery or is withdrawing from the contract due to the delay in delivery or service.
5. We shall be liable according to the statutory provisions both for damages, on account of delay in service and also for damages in lieu of performance, albeit with the following limitation: apart from a case of malice aforethought, our liability for damages shall be limited to the foreseeable damage typical for the contract. This limitation of liability shall not apply to the extent that a commercial fixed transaction has been agreed of if the customer can claim that its interest in performance of the contract no longer exists due to the arrears for which we are answerable.
6. We shall be entitled to part supplies or services as long as the remaining parts of supply or service are rendered within the agreed delivery time.

§ 6 Passage of risk / insurance

1. The risk of chance destruction and chance deterioration of the goods shall pass to the customer no later than hand-over of the goods - in cases of agreed dispatch as early as hand-over of the goods to the forwarder, haulier or other person determined for dispatch. This shall also apply if part deliveries are made or dispatch free of freight or costs for the customer has been agreed. The choice of the transporter and the transport route shall be made by us in our due discretion, to the extent that we have no written requirements from the customer. At the customer's request and expense, the goods shall be insured by us against the risks designated by the customer.
2. In the event of the customer's arrears in acceptance, collection or calling or delay of our deliveries or services for reasons for which the customer is answerable, the risk of chance destruction and chance deterioration shall pass to the customer at the point in time at which it falls into arrears or at which the supplies or services could have taken place contractually in the event of dutiful conduct on the customer's part.
3. If we choose the form of dispatch, the dispatch route and/or the dispatch person, we shall only be liable for malice aforethought or gross negligence in the selection in question.

§ 7 Customer's arrears in acceptance, collection or calling

If the customer falls into arrears with acceptance at the place of performance, collection or calling of the supplies or services - also for possible part deliveries or part services - or if the deliveries or services are delayed in any other way for reasons for which the orderer is answerable, we shall, notwithstanding our statutory rights, be entitled

- to demand immediate payment of the supplies or services affected by the arrears and over and above this to store objects of supply for the customer's account and at its risk, or
- following the expiry of a suitable period of grace set for the customer
- with reference to our rights - to dispose of the supplies affected by the arrears in any other way and to supply the customer with a suitable extension of the period or
- to withdraw from the contract and to demand damages in lieu of performance.

In the latter case, we can demand 20% of the gross order total as indemnification without proof to the extent that only essentially lower damage has provably actually been incurred. We reserve the right to claim higher actual damages.

§ 8 Retention of title

1. The supplied goods shall remain our property until complete payment of all claims accruing to us from the business relationship with the customer. The claims in question shall also entail cheque and bill claims and also claims from current account. If liability from a bill is substantiated for us in connection with the payment, the retention of title shall only expire when our claim from the bill has been ruled out.
2. Sale of the conditional commodities is only permitted for the customer within the framework of its ordinary course of business. The customer is not entitled to pledge our conditional commodities, to assign them by way of security or to make any other disposals jeopardising our property. In the event of seizures or any other interventions by third parties, the customer shall notify us without delay at least in a textual form and give us the information demanded by us for this purpose to a suitable extent, shall inform the third party of our ownership rights and support us in all measures for the protection of the conditional commodities and our claim. The costs incurred by us in the performance of these measures, in particular costs for the purpose of cancellation of the intervention and re-procurement of the goods, shall be borne by the customer if and insofar as it is answerable for them unless they can be collected from the third party.
3. The customer here and now assigns its claims from the resale of the goods with all subsidiary rights and the turnover tax to us, independent of whether the conditional commodities have been resold without or following processing. We here and now accept this assignment. To

the extent that an assignment is not admissible, the customer irrevocably instructs the garnishee only to make all and any payments to us. The customer has revocably been authorised to collect claims assigned to us in trust on our behalf. Amounts of money collected shall be paid to us without delay. We shall be entitled to revoke the customer's collection authorisation and its entitlement to resale if the customer fails to comply with its payment duties towards us, falls into arrears in payment, ceases its payments or if opening of insolvency proceedings against the customer's assets or comparable proceedings, for example protective umbrella proceedings or self-administration according to the German Insolvency Ordinance or equivalent foreign legal directives, have been applied for. Resale of the claims shall require our prior consent. With the notification of the assignment to the garnishee, the customer's collection authorisation shall expire. In the event of revocation of the collection authorisation, we can demand that the customer notifies us of the assigned claims and their debtors, gives us all the information necessary for collection, provides us with the pertinent documents and notifies the debtors of the assignment.

4. The customer is not entitled to pledge our conditional commodities, to assign them by way of security or to make any other disposals jeopardising our property. In the event of seizures or any other interventions by third parties, the customer shall notify us without delay at least in a textual form and give us the information demanded by us for this purpose to a suitable extent, shall inform the third party of our ownership rights and support us in all measures initiated by us for the protection of the conditional commodities and our existing rights. The customer shall bear all the costs for which it is answerable which are incurred by us for the cancellation of the intervention and re-procurement of the goods to the extent that they cannot be collected from the third party.
5. In the event of conduct by the customer in breach of contract, in particular arrears in payment, we shall have the right to revoke the resale authorisation already granted and to take back the conditional commodities and also to demand assignment of the customer's claims to return against third parties - subject to statutory regulations of insolvency law; the customer shall be obliged to hand over and shall grant us or a third party commissioned by us access to our conditional commodities without delay. The customer cannot claim any right of retention about our claim to return.
6. We may exploit the conditional commodities taken back for the aforementioned reasons - subject to cogent statutory regulations of insolvency law - in another way following prior announcement and following suitable setting of a period; the exploitation yield shall be offset against the customer's liabilities following deduction of suitable costs of exploitation.
7. Under the same preconditions under which we are entitled to revoke the customer's resale authorisation, we can also revoke the collection authorisation and demand that the customer notifies us of the assigned claims and their debtors, gives us all the information necessary for collection, provides the pertinent documents and discloses the assignment to the third party.
8. In the event of damage to or loss of conditional commodities and also in a change of registered office, the customer shall notify us without delay at least in a textual form.
9. Processing or reshaping of the conditional commodities by the customer is always done on our behalf. If the conditional commodities are processed with other objects not belonging to us, we shall acquire co-ownership of the new objects originating to this extent in the ratio of the final amount charged by us for the conditional commodities, incl. turnover tax, to the final invoice amounts of the other processed objects. In addition, the same shall apply to the new object originating as to the conditional commodities. The customer shall be granted an entitlement to the object originating by processing matching his entitlement to the conditional commodities.
10. If the conditional commodities are inseparably blended or connected with other objects not belonging to us, we shall acquire co-ownership of the new objects originating to this extent in the ratio of the final amount charged by us for the conditional commodities, incl. turnover tax, to the final invoice amounts of the other blended or connected objects. If the blending or connection has been done such that the customer's object is to be regarded as the principal object, it is agreed that the customer assigns co-ownership to us pro rata. The customer shall keep our sole or co-ownership on our behalf.
11. In the event of resale of our conditional commodities following processing or re-shaping, the customer here and now assigns its claims to remuneration to us to the amount of the final invoice amount (including turnover tax) of our claims to us by way of security. If we have only acquired co-ownership as a result of the processing or re-shaping or blending or connection of the conditional commodities with other objects not belonging to us, the customer's claim to remuneration shall only be assigned to us in advance in the ratio of the final amount charged by us for the conditional commodities, including turnover tax, to the final invoice amounts for the other objects not belonging to us.
12. If our conditional commodities are taken to the scope of application of foreign law, according to which retention of title or assignment are not effective, the securing equivalent to the retention of title or assignment in this area of law shall be deemed agreed. If the customer's cooperation is necessary for the creation of such rights, it shall be obliged, upon request by us, to make the declarations necessary for substantiation and maintenance of our rights within the framework of what is reasonable and support us in obtaining them.

13. The customer shall be obliged to treat our conditional commodities carefully and to maintain them for the duration of the retention of title; in particular it shall be obliged to insure the commodities adequately at its own expense and at the new value against property damage by fire, water and loss, against elemental damage and extended coverage damage. The customer here and now assigns its claim to indemnification from this insurance and also its claim to damages against a third party liable to indemnification to us. We hereby accept this assignment. To the extent that assignment is not admissible, the customer shall irrevocably instruct its insurance company or the party liable to indemnification only to make all and any payments to us. By request from us, the customer shall prove the conclusion of the insurance to us. To the extent that further-reaching claims accrue to us, they shall remain unaffected.
14. By request from the client, we shall be obliged to release collateral accruing to us to the extent that the realisable value of these collaterals exceeds our claims from the business relationship with the customer by a total of more than 20%, taking valuation deductions customary in banking into account. We shall be responsible for stipulating the collaterals to be released. In the valuation, the invoice value of the conditional commodities and the par value of the claims is to be used as a basis. If the conditional commodities have been subjected to processing, re-shaping or connection by the customer, the cost price shall be decisive.

§ 9 Claims from defects, limitation of use, liability

We shall only be liable as follows on account of defects in quality within the meaning of § 434 German Civil Code:

1. The foundation for our liability for defects is primarily the agreed properties of the goods. Any other description of our goods, public statements, commendations and advertising shall not portray a guarantee of properties owed by contract. The property statements on our goods decisive for the content and scope of our duty to perform shall only be the subject matter of a guarantee within the meaning of § 443, German Civil Code, if this has expressly been assured. To the extent that our employees make oral side-agreements or give assurances which exceed the contents of the purchase agreement, they shall always require confirmation at least in a textual form in order to take effect. Oral declarations by persons who have been authorised to represent us shall remain unaffected by the above regulation.
2. Our goods are exclusively intended for the purpose of use stipulated by us in the product specification in question and expressly approved by us. As a matter of principle, proper use shall not entail the use of our goods in or to supply medicinal devices maintaining or supporting life, military systems, atomic plant, plant according to Annex 1 and Annex 2 of the Environmental Liability Act or comparable foreign provisions, air and space travel, unless the use of the goods for such reserved purposes has been expressly approved by us in the individual case at least in a textual form. If the customer uses the goods for such purposes which have not been approved without our express approval for this, the customer shall bear the risk of damage from such a use alone. We shall assume no liability for claims from a use for such purposes without prior express approval unless it exists on the basis of cogent, indispensable statutory directives; in such a case, the customer shall be obliged to indemnify us against claims by third parties unless the underlying damage is not connected with the use of our goods which has not been approved.
3. No warranty is assumed for defects to be ascribed to natural use and wear and tear as well as external influences not foreseeable for us. Claims to warranty of all kinds shall be forfeited if the customer
 - high-handedly repairs, amends, processes the goods purchased from us without our consent, and/or
 - does not treat, operate or use them according to the conditions of use and technical guidelines stated by us or any other improper treatment, use or operation exists, and/or
 - if circumstances speaking in favour of the existence of the causes described above exist, does not render proof at first request by us that the defects have not been caused either totally or partly by the effects or circumstances described above.
4. The customer shall examine the goods received from us for quantity and property without delay after take-over. If the goods supplied by us are planned for installation in or assembly on other objects, the customer shall examine the properties of the goods decisive for proper use beforehand to the extent that such an examination can reasonably be expected before the installation or the assembly according to the nature and properties of the goods.
5. The customer shall notify obvious defects to us without delay in a textual form. If a (hidden) defect can only be established later as a result of the circumstances decisive for this, the customer shall notify us in a textual form without delay after discovery. The customer shall describe the defects in writing within the framework of the notification. If the customer fails to notify the defects in good time, the goods shall be deemed approved. The same shall apply to excessive or short supply and to all and any false delivery.
6. If the customer fails to make a proper examination and/or notification of defects, our liability for the defects shall be ruled out. If the customer therefore omits to notify the defects or if this is not done in good time or if the goods were not examined by the customer before installation or assembly with a view to properties, examination of which is reasonable before installation or assembly, and if defects or deviations which could have been established are not notified or not in good time, the goods shall be deemed approved to this extent. In such a case, the rights from defects with a view to such defects shall

not accrue to the customer. § 377 German Commercial Code shall remain unaffected in addition.

7. If the goods are defective, we shall firstly be entitled to subsequent performance by remedying the defect or supplying a defect-free commodity at our choice to be made within a suitable period of time. To this extent, no right of choice shall accrue to the customer. We shall be entitled to have repairs carried out by third parties. Replaced parts shall become our property. For replacement supplies and after-work, no further-reaching rights than those for the original contractual products shall accrue to the customer. Our right to reject subsequent performance under the statutory preconditions shall remain unaffected.
8. If the customer has established defects in our goods or also only alleges this, the customer shall be obliged to provide us with the goods giving rise to complaint for examination of the same and to grant us a suitable period for the examination. Until the end of the examination, the customer shall not be entitled to dispose of the goods giving rise to complaint.
9. If the goods supplied by us were defective at the passage of risk, we shall be entitled to stipulate the nature of subsequent performance (replacement supply, after-work), taking the nature of the defect and our and the customer's legitimate interests into due account. If the subsequent performance fails or if it not done despite a suitable setting of a period and a period of grace, the customer shall, at its choice, be entitled to demand reduction of the purchase price or, if the defect is not only slight, to demand withdrawal. This shall apply notwithstanding all and any justified claims to damages.
10. If the customer has installed the goods supplied by us into another object in accordance with the planned and permitted purpose of use or has attached it to another object, it can only demand reimbursement of expenditure according to § 439, subsection 3, German Civil Code, for the removal of the defective and subsequent installation or attachments of after-worked or defect-free goods supplied ("costs of dismantling and installation") to the following scope:
 Within the meaning of § 439 subsection 3 German Civil Code, only costs of dismantling and installation incurred as a result of the re-installation or attachment or a product identical to the dismantled defective product and on the basis of terms and conditions customary on the market and proven at least in a textual form shall be "necessary". A right to advance payments to the customer for costs of dismantling and installation has been ruled out. Subject to our consent, the customer shall not be allowed to offset unilaterally against our purchase price claims or other claims to payment with claims to reimbursement of expenditure for costs of dismantling and installation. Claims by the customer exceeding the necessary costs of dismantling and installation, in particular costs for subsequent damage caused by defects, such as loss of profits including calculatory profit surcharges, costs of loss of operation or additional costs for replacement procurement, shall not be costs of dismantling and installation and therefore not capable of reimbursement within the framework of subsequent performance according to § 439 subsection 3 German Civil Code.
 If the costs of subsequent performance including the expenditure claimed by the customer are disproportionate within the meaning of § 439 subsection 3 German Civil Code, in particular in relation to the purchase price of the goods in a defect-free state and taking the significance of the breach of contract into account, we shall be entitled to reject the subsequent performance and the reimbursement of this expenditure.
 The customer's claims on account of expenditure necessary for the purpose of subsequent performance, in particular transport, travel, work and material costs, have been ruled out to the extent to which this expenditure is increased because the goods are subsequently taken to a place other than the customer's branch or originally agreed in the contract, unless the move matches the intended use of the goods.
11. If the customer has recognised or negligently failed to recognise that no defect within the meaning of § 434 German Civil Code exists and the cause of the complaint is in its own sphere of responsibility, we shall be entitled to demand reimbursement of the costs incurred by us by the customer in the event of an unjustified notification of complaints.
12. Claims for defects in quality shall be barred 24 months starting from supply. This period shall not apply to the extent that law prescribes longer periods according to § 438 subsection 1 no. 2 (buildings and things for buildings), § 438 subsection 3 (deceitful non-disclosure), § 445 b subsection 1 (claim to restitution), if the final purchaser is a consumer and § 634 a subsection 1 no. 2 (construction defects) German Civil Code.
13. Claims to recourse according to §§ 445 a, 478 German Civil Code only exist to the extent that the customer's claim as a vendor was justified and also only to the statutory extent, on the other hand not for measures of obligingness by the customer which were not approved beforehand by us at least in a textual form. Observation of the own rights of the party entitled to seek recourse, in particular observation of the notification duties, is a precondition for our duty to satisfy claims to recourse directed against us.
14. As a matter of principle, we do not make any comment on a claim from defects made by the customer as a legally binding acknowledgment and also do not enter into negotiations about the claim or the circumstances of the claim as a result of this.
15. Place of performance for subsequent performance and after-work is our enterprise's registered office.

16. We shall exclusively be liable for damages or reimbursement of vain expenditure for defects in quality according to the following Section 10 (Limitation of liability).
17. Our products are exclusively designed for use by professionals. In the event of forwarding of the products to other persons, the customer must ensure the product securing necessary in each case, above all the product information. In the event of product damage, the customer shall be answerable for this duty.

§ 10 Limitation of liability

1. If we are guilty of malice aforethought or gross negligence and the customer claims damages for this reason, we shall be liable according to the statutory directives. This shall also apply in the event of malice aforethought or gross negligence of our representatives or vicarious agents.
2. We shall also be liable in the event of culpable breaches of cardinal contractual duties according to the statutory directives. Cardinal contractual duties are those, performance of which only makes the proper performance of the contract possible and in compliance with which the customer may regularly trust. To the extent that we are not guilty of malice aforethought or gross negligence, our liability for damages shall be limited to the foreseeable damage typically occurring in contracts of this kind. A change of the onus of proof to the customer's detriment is not connected with this. Our liability on account of culpable injury of life, limb or health and also according to the German Product Liability Act and according to other indispensable cogent statutory norms of liability shall remain unaffected.
3. In the event of our liability due to simple negligence, our reimbursement duty for property and financial damage shall be limited to amount of EUR 500,000.00 per case of damage.
4. The above exclusions and limitations of liability shall apply to the same extent in favour of our executive organs, statutory representatives, employees and other vicarious agents.
5. Claims to damages exceeding this, whatever the legal reason, have been ruled out.
6. This shall also apply to the extent that the customer demands reimbursement of vain expenditure in lieu of the claim to indemnification of the damage.
7. The statutory directives on barring by limitation shall apply to liability on account of gross culpability and to claims to damages based on an injury to life, limb or health.
8. Technical information free of charge, e.g. regarding technical construction sizes, technical values and standards, we provide purely as a matter of courtesy and without any intention to be legally bound. We exclude our liability. This also applies to the use of the calculation software offered on our homepage. Such free technical information is also not to be understood as product-accompanying advice and/or as a guarantee of condition. The actual technical construction size required in a specific application as well as the values and standards to be complied with depend on many influencing factors, which we are not able to find out in sufficient detail in connection with free general information. For this reason, such information is always non-binding and should only be understood as a rough guide value, which may even require considerable adjustments in individual cases due to specific application factors. In no case is the inquirer released from his own obligation to object-related examination and determination of the concrete technical requirements, standards and values to be complied with!
9. Apart from this, the barring periods according to § 9, subsection 12 shall apply to claims from defects.

§ 11 Withdrawal

Apart from existence of a defect and subject to specific agreement, the customer shall only be entitled to withdrawal on account of a breach of duty by us if we are answerable for this breach of duty.

§ 12 Copyrights

We reserve ownership and all copyright law exploitation rights without limitation to all quotation and contract documents such as drafts, diagrams, illustrations, brochures, catalogues etc. and also to all samples, models and prototypes. Our customer may only make such documents accessible to third parties, use and exploit them following our prior written consent. If the order is not placed with us, the customer shall return all the documents provided to it to us without delay upon request, in which context rights of retention shall not apply. In particular, our objects of supply must not be imitated or otherwise copied with the help of the aforementioned documents, samples, models and prototypes, nor may such imitated or copied products be distributed or in any other way exploited.

§ 13 Force majeure

1. Insofar as we are prevented from fulfilling our contractual duties, in particular supply of the goods, due to force majeure, we shall be released from the duty to perform for the duration of the prevention and a suitable run-up time without being obligated to pay damages to the customer. The same shall apply to the extent that fulfilment of our principal and subsidiary contractual duties is made unreasonably more difficult or temporarily impossible by other unforeseeable circumstances for which we are not answerable, in particular by industrial disputes, official measures, lack of energy, obstacles in supply with a supplier or considerable operational disturbances.
2. We shall be entitled to withdraw from the contract if the aforementioned preventions last for more than three months and fulfilment of the contract is therefore no longer of any interest for us. By request

from the customer, we shall declare in good time before the expiry of the period whether we are making use of our right of withdrawal. To the extent that acceptance of the supply or service can no longer reasonably be expected of the customer due to the delay, it can withdraw from the contract.

§ 14 Data protection

The customer's personal data (name, address, e-mail, telephone) and those of natural entities acting on its behalf are stored and processed by us to the extent necessary for handling the contractual relations. The data are stored by us for the term of the business relationship and also exceeding this as long as statutory archiving periods exist, legal claims from the contractual relations can be made or other factual or legal reasons justify further storage. In connection with data processing, all legal remedies according to the statutory directives accrue to the customer and the natural entities acting on its part, in particular the right to information about the data concerned with them, rectification, erasure or restriction of the processing or an objection to the processing, to data portability and also to making a complaint to a supervisory authority.

§ 15 Final provisions

1. Place of performance for supply and payment shall exclusively be our registered office for both parties.
2. Place of jurisdiction for all duties from the contractual relationship – also for bill and cheque matters – shall be our enterprise's registered office or, at our choice, also the customer's registered office. The above agreement of place of jurisdiction shall also apply to customers with a registered office abroad.
3. All rights and duties from the contractual relationship in existence between the customer and ourselves shall exclusively be governed by the law of the Federal Republic of Germany, ruling out UN purchase law (CISG: United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980).
4. In the event of intra-community acquisition, customers from EC member states shall be obliged to indemnify us for damages incurred
 - as a result of tax offences by the customer itself or
 - as a result of false or omitted information by the customer about its situation decisive for the order.
5. The supplied goods are intended to remain in the country of destination agreed with the customer. Goods subject to embargo directives may not be exported out of the country of destination by the customer. The supplied goods are in particular subject to German, European and American export controls and embargo directives. The customer is responsible for informing itself about pertinent export and/or import directives or limitations and, if applicable, obtaining matching approvals. The customer shall impose the aforementioned duties on its customers to the complete extent.
6. If a provision of these T&Cs is or becomes partly or totally ineffective or unenforceable or if loopholes exist, the validity of the remaining provisions shall not be affected. The ineffective or unenforceable provision shall be replaced by the effective or enforceable provision which comes closest to the purpose of the ineffective or unenforceable one. In the event of a loophole, the provision equivalent to what would have been agreed according to the purpose of the present General Terms and Conditions of Business if the contracting parties had considered the matter from the outset shall be deemed agreed.