GENERAL TERMS AND CONDITIONS

1 Scope of Application
1. All quotations and agreements are based on the conditions below and are considered to be accepted for the duration of the whole business relationship by placing the order or of acceptance of services. Deviating conditions, which have not been expressly accepted in writing, are not binding for us, even if they have not explicitly been confirmed in writing.
2. The term “consumer” as used in these provisions complies with the legal definition in § 13 BGB (German Civil Code).
3. The term “entrepreneur” as used in these provisions complies with the legal definition in § 14 BGB.

2 Prices – Quoteation and Payment Conditions, Assignment, SEPA Prenotification
1. We shall be bound by any quotation for the delivery of goods or the production of a work for a period of 14 days after issuance, unless a different period is stipulated in writing.
2. Unless otherwise agreed on, prices apply ex works for the account of the customer.
3. VAT is not included in the prices. It will be separately charged if the statutory statutory rate on the day of invoicing. If there is a period of more than four months between the conclusion of the contract and the delivery or performance of work, the prices will be adjusted to the state of the market on the day of invoicing. Deviating conditions, if expressly stipulated in writing, will apply.
4. The purchase price or the invoiced amount and prices for additional services valid at the time of the order or the ordered delivery or service, which are not related to the delivery object or of the supply quantity. A passing on of such goods remains reserved. A passing on of such goods for the account of the customer shall be notified to our branch responsible for the customer.
5. Customer hereby irrevocably consents that we may also use new information on hazard management procedures of the entrepreneur.

3 Delivery
1. Dates and times of delivery, which can be stipulated in writing, shall become binding from the moment of acceptance of the order or on the date of acceptance of service. Deviating conditions, which have not been expressly accepted in writing, are not binding for us, even if they have not explicitly been confirmed in writing.
2. If we are prevented from delivering the article of sale on the agreed date or within the agreed time limit or from meeting the completion deadline accepted in writing, due to our own fault or through default of a supplier for which we shall be liable according to the legal provisions. If the delay in delivery is based on a breach of a not essential condition, the entrepreneur may claim a flat rate of maximum 5 % of the value of the delivery or service for any damage caused by delay. In case of delivery delays confirmed as non-binding, Customer shall, in the context of a reminder, set an additional period of at least 2 working days to complete delivery.
3. Force majeure and events temporarily preventing us – without any fault on our part – from supplying the delivery or service by the agreed date or within the agreed time limit, shall be considered as a deviation from the agreed date or from the agreed time limit. In this case, Customer shall not be entitled to derive any damage claims from this. In case of disturbances lead to a performance delay of more than 4 months, Customer has the right to withdraw from the contract. Other rights of rescission remain unaffected.
4. Customer is obliged to accept the delivery or service. If Customer gets into default of acceptance, and we are entitled to receive compensation for any damage or loss encountered.
5. We reserve the right to amend construction or shape, to deviate from the colour tone as well as to modify the supply quantity during the delivery period, as long as – with regard to our interests – the modifications or deviations are reasonable for Customer. If we or the producer use signs or numbers for the marking of the order or the ordered delivery or service, no titles may be derived from this with regard to the specification of the order. Customer hereby irrevocably consents that we may also use new information on hazard management procedures of the entrepreneur.

4 Installation by Qualified Specialists
Customer is obliged to have the installation of the purchased goods carried out by qualified specialists.

5 Estimates of Cost, Technical Documents
1. Quotations, estimates of cost, plans, drafts, drawings, pictures, measures, weights, or other performance dates are generally not binding. They are only binding, if this is expressly stipulated in writing. Ownership and copyrights of estimates of cost, pictures, drawings, or other documents remains reserved. A passing on such documents to any third party is only permitted upon prior written consent.
2. Application technology advices – spoken and written – are only considered as not binding indications and do not release Customer from his own test obligation with regard to the intended purpose of application.

6 Provisions regarding Contracts for the Sale of Goods

1. Risk of Loss and Risk of Damage
1. The risk of accidental loss and accidental deterioration shall pass on to Customer upon handing over of the goods.
2. In case Customer is not a consumer the risk shall pass to Customer when the object is passed on to the person executing the transport or when the goods have left our stock for the purpose of shipment.

II. Liability for Material Defects, Limitation to Liability
1. If Customer is a businessman, Customer shall inspect and test the goods immediately. In case of delivery or service by the duration of the impediment plus an appropriate period of adjustment. If the delivery time is not extended or if we become discharged from our delivery obligation, Customer shall not be entitled to derive any damage claims from this. In case of disturbances lead to a performance delay of more than 4 months, Customer has the right to withdraw from the contract. Other rights of rescission remain unaffected.
4. Customer is obliged to accept the delivery or service. If Customer gets into default of acceptance, and we are entitled to receive compensation for any damage or loss encountered.
5. We reserve the right to amend construction or shape, to deviate from the colour tone as well as to modify the supply quantity during the delivery period, as long as – with regard to our interests – the modifications or deviations are reasonable for Customer. If we or the producer use signs or numbers for the marking of the order or the ordered delivery or service, no titles may be derived from this with regard to the specification of the order. Customer hereby irrevocably consents that we may also use new information on hazard management procedures of the entrepreneur.

6. We are entitled to a reasonable partial delivery and partial performance at any time.

7 Special Provisions regarding Contracts for Work
I. No obligation for personal performance
Customer hereby irrevocably consents that we may also use any third party to perform customers‘ orders.

II. Extended Right of Lien
1. Based on our claim arising from the order a contractual lien on the objects in our possession by virtue of the order is due to us.
2. A contractual right of lien may also be claimed for works and other services executed earlier as far as they are associated with the ordered object. For other claims from the business connection the contractual right of lien only applies as far as these claims are unexceptional or non-appellate title is submitted and the object of order is owned by Customer.

III. Liability for Material Defects
1. In case of the construction of buildings and/or planning or supervisory tasks to that end, the statutory provisions for the limitation period shall apply (§ 364 a Sec. 1 No. 2 BGB), unless the VOB/B (German Construction Contract Procedures) apply in full to the relevant contract. Otherwise, Customer’s claims for material defects shall lapse after one year from the date of acceptance of the work or service. In case of a delay in Customer’s acceptance of the work in spite of his knowledge of a defect claims for material defects are only due to him if he has reserved such acceptance.
2. Unless otherwise agreed customer’s acceptance of the work or service shall be carried out on our premises.
3. If the object of order is the delivery of movables to be sold to a third party, the entrepreneur shall not release any claims to Customer for material defects for lapse after one year from the date of delivery. For other customers (consumers) the legal provisions shall apply.
4. If materials and/or indications (especially conditions of application, operating, and processing, recipes, specifications as well as other circumstances and parameters relevant for the work to be performed by us) supplied by Customer cause a defect, any liability on our part shall be excluded.

5. In all other instances our general terms and conditions in relation to sales contracts shall apply accordingly (§ 6 I. 3., 4. and 6.), in particular the limitation as to liability according to § 6 I. 8.

§ 8 General Provisions on Liability

We shall be liable according to applicable statutory provisions to the extent that Customer:

(i) assigns a claim for damages, which is based on deliberate intent, fraudulent intent, or gross negligence including deliberate intent, fraudulent intent, or gross negligence of our representatives or vicarious agents. In case of gross negligence, any damages shall be limited to the foreseeable and typically accruing amount of damages;

(ii) assigns a claim for damages, which is based on having caused or not avoided, bodily harm, or an impairment to personal health; and/or

(iii) asserts a claim for damages or any other claim, which is based on a violation on our part of integral contractual obligations. In particular, if the objects of delivery are inseparably mingled or combined with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the delivered objects to the other processed objects at the time of the processing.

4. Any processing or alteration of the goods by Customer will always be carried out in our favour. If the objects of delivery are processed with other objects not belonging to us, we shall acquire co-ownership of the object in the ratio of the value of the delivered objects to the other components of the new objects. Customer shall keep the co-ownership in custody for us.

5. Customer shall neither pledge the delivered objects nor assign them by way of security. Customer shall immediately inform us if any delivered goods upon delivery become part of such a pledge or assignment (e.g. if an entire stock stored in a warehouse has been pledged as security), or of seizures, confiscations, or other decrees by a third party and provide us with all information and documents necessary to protect our rights. Executory officers or a third party have to be informed of our ownership. The conclusion of other contracts which involve both financing (e.g. sale-and-lease-back) and the transfer of property of goods for which title has been retained is subject to our prior written consent, unless such contract irrevocably requires the financing entity to transfer the share of funds to which we are entitled (i.e. the purchase price) directly to us.

6. In case the value of our securities will exceed the claims to be secured by more than 20 %, we are obliged to release the exceeding part on demand of Customer. We are free to choose which securities to release.

8. Customer shall insure any goods for which title is retained at least to the amount of the total purchase price against the usual risks of loss with a reputable insurance company based in Germany, store them separately, take good care of them and label them at our specific request. Claims against any insurer resulting from damage to such goods are hereby irrevocably assigned to us in the amount of the purchase price still being due. We hereby accept such assignment. Customer shall provide English language copies of such insurance policies to us on request.

9. If the law covering the delivered object, does not permit the retention of title but allows us to reserve other rights regarding the delivered object, we may execute all rights of this kind. Customer is obliged to assist us in the measures we take to protect our ownership or the right taking our ownership's place in the delivered object.

§ 12 Data protection

1. We store, process and use our customers' personal data for the purposes of proper contract fulfilment and internal use. We also use automatic data processing systems to do this.

2. In order to meet data protection regulations we have technical and organisational measures in place which ensure the safety of datasets and data handling processes with regard to Article 24 and Article 32 of the GDPR. The employees assigned to handle these data have an obligation and commitment to strictly adhere to all terms of the data protection regulations.

3. All handling of personal data is subject to our privacy policy. Our privacy policy is available on our website at: https://www.stahlgruber.de/en/privacy.

4. Furthermore, as data controllers, all customers are individually responsible for adherence to the applicable data protection legislation in their respective countries.