

General Terms and Conditions of Delivery of Hoselmann Stahl GmbH

Status: 07.08.2024

I. Scope, defense clause

- 1- These general terms and conditions of delivery and payment (hereinafter referred to as "terms of delivery") apply to all our business relationships with entrepreneurs within the meaning of § 14 BGB, legal entities under public law or special funds under public law ("buyers"), in particular for contracts for the sale and/or delivery of movable property.
- 2- Our delivery conditions apply exclusively. We do not recognize conflicting, deviating or supplementary terms and conditions of the buyer, unless we expressly agree to their validity in writing.

II. Reservation of copyright and intellectual property rights, among other things; confidentiality

On all materials and other objects left by us to the buyer, i.e. especially Catalogs, offers, price lists, cost estimates, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic objects, documents and information, we reserve all proprietary, copyright and intellectual property rights.

III. Conclusion of contract

- 1- Our offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The order by the buyer is considered a legally binding offer to conclude a contract. Our acceptance is made by written declaration (e.g. by our order confirmation or only our shipping/collection readiness indication).
- 2- Agreements deviating from our conditions must be in writing to be effective.
- 3- With the exception of contractually expressly agreed as such guarantees, there are no guarantees of any kind.

IV. Prices and payment methods

- 1- Unless otherwise agreed, our current net prices at the time of conclusion of the contract always apply, plus the statutory value added tax, as far as applicable. "EXW Incoterms (2010)" applies to all our deliveries (based on the warehouse from which we deliver in each case), unless otherwise agreed, excluding insurance, transport and packaging.
- 2- In the absence of a price agreement, the current list price (plus the statutory value added tax) will be charged at the time of delivery. Decisive for the price calculation is the quantity in pieces, meters or kilograms determined at the delivery plant or in our warehouse.
- 3- In the case of alloy, inflation or scrap surcharges, the surcharges public by the supply plants on the day of delivery apply.
- 4- Our invoices are to be paid by the 15th of the month following the delivery without any deduction and in EUR (€). At the end of the payment period, the buyer is in default without further ado, in particular without a reminder.
- 5- We are entitled to refuse our outstanding services within a contractual relationship if, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency) that our payment claim from the respective contractual relationship is endangered by the buyer's lack of capacity. Our right to refuse performance ceases to apply if the payment is effected or security is provided for them. We are entitled to determine a reasonable period of time for the buyer within which he must effect his payment in return to our service at his discretion or to provide security for it. After the unsuccessful expiry of the period, we can withdraw from the contract.

V. Reservation of proprietary rights

- 1- The goods delivered by us to the buyer (including the items that are also covered by the retention of title in accordance with the following provisions) remain our property ("retention goods") until full payment of all claims from the business relationship.
- 2- The buyer keeps the reserved goods for us free of charge. He must treat them carefully and insure them at his own expense against fire, water and theft damage sufficiently and at the new value.
- 3- The buyer is not entitled to pledge the reserved goods or to transfer them as security. In the event of attachment of the reserved goods by third parties or in the event of other access by third parties, the buyer must clearly indicate our ownership and notify us immediately in writing so that we can pursue our property rights.
- 4- The buyer is entitled to use, process, re-create, connect, mix and/or sell the reserved goods in the proper course of business, as long as no application for the opening of insolvency proceedings has been made over the buyer's assets and as long as there is no lack of capacity of the buyer.
- 5- If the reserved goods are processed or transformed by the buyer (§ 950 BGB), this is always done for us as the manufacturer in our name and for our account. We immediately acquire ownership of the newly created item or - if the processing or conversion of substances of several owners is carried out - the coownership (fractional ownership) of it in the ratio of the value of the reserved goods (gross invoice value) to the value of the other processed/reformed substances at the time of processing/reforming.
- 6- The buyer's claims against his customers from a resale of the reserved goods well as those claims of the buyer with regard to the reserved goods, which arise for any other legal reason against his customers or third parties (in particular claims from unlawful act and claims for insurance benefits), including all balance claims from current account, the buyer already assigns to us in full - in the case of co-ownership of our reserved goods proportionally corresponding to our share of ownership. We hereby accept this assignment.
- 7- We hereby revocably authorize the buyer to collect the claims assigned to us in his own name for us. This does not affect our right to collect these claims ourselves. However, we will not collect them ourselves and will not revoke the collection authorization as long as the buyer properly fulfills his payment obligations towards us (in particular does not fall in default of payment), as long as no application for the opening of insolvency proceedings has been filed over the buyer's assets and as long as there is no lack of capacity of the buyer. If one of the aforementioned cases occurs, we may require the buyer to inform us of the assigned claims and the respective debtors, to inform the respective debtors of the assignment and to hand over all documents to us and provide all the information we need to assert the claims.
- 8- If we withdraw from the contract in accordance with the statutory provisions due to breach of contract by the buyer, we are entitled to demand the reserved goods from the buyer. Our declaration of withdrawal is also in our surrender at the latest. The transport costs incurred for the return are borne by the buyer.

VI. Delivery times / dates

- 1- Delivery times/dates promised by us for deliveries and services ("delivery times") always apply only approximately, unless a fixed delivery period is expressly promised or agreed. Our delivery times are subject to correct and timely self-delivery.
- 2- A delivery period for a delivery of goods is met if the buyer has received our pick-up readiness notice by the time of expiry or - if shipping is agreed - we have handed over the goods to the transport person or could have handed them over them in the event of their non- or untimely appearance.
- 3- If it is foreseeable for us that a delivery period cannot be met, we will make every effort to inform the buyer immediately and, if necessary, inform him of the expected new delivery period.

- 4- We are not liable for impossibility or delay, insofar as they are based on force majeure or other events that are not foreseeable at the time of conclusion of the contract, for which we are not responsible (e.g. operational disruptions of any kind, fire, natural disasters, weather, floods, war, uprising, terrorism, transport delays, strikes, lawful lockouts, shortage of labor, energy or raw materials, delays in the granting of any necessary official permits, official/sovereign measures).
- 5- In the case of events within the meaning of para., the delivery times are automatically extended by the duration of the event plus an appropriate restart period. We are also entitled to withdraw from the contract if such events make it significantly more difficult or impossible for us to provide services and are not only of temporary duration. If, due to the delay that occurs as a result of such an event, it is no longer reasonable for the buyer to accept the service, he may also withdraw from the contract by immediate written declaration; unreasonableness is only to be assumed if the expected new delivery period is later than 30 calendar days after the originally scheduled delivery date or is not foreseeable.

VII. Dispatch

- 1- The goods will be delivered unpacked, unless otherwise agreed or a certain packaging is commercially available. The packaging must be returned to us free of charge (boxes, containers, pallets, etc.).
- 2- Goods reported ready for shipment on the agreed date must be retrieved immediately. If the buyer is in default of acceptance, refrains from an offered act of cooperation or if our performance is delayed for other reasons for which the buyer is responsible, we are entitled to charge compensation for the resulting damage including our additional expenses (e.g. in particular storage costs).

VIII. Handover

With the handover of the goods to the freight forwarder or carrier, the risk of accidental loss also passes to the buyer. This also applies to fob and cif transactions.

IX. Tolerances and other deviations, additional and reduced quantities

- 1- Deviations from size, weight and quality are permitted according to the European standards (EN) for steel and iron or commercial custom.
- 2- The weights are determined by the weighing masters of our delivery plants. The proof is provided by presenting the cradle sheets. In any case, the total weight is decisive for the calculation. A guarantee for the number of pieces and / or bundles specified in the invoice is not assumed as long as the total weight specified corresponds to the contractually agreed total weight.
- 3- The delivery of extra and reduced quantities shall be deemed to have been agreed up to 10% of the scope of delivery.

X. Defects, delivery of goods not in accordance with the contract

- 1- If an acceptance has been agreed, after acceptance of the goods, the complaint of defects that could have been detected in the agreed type of acceptance or at least should have been detected according to the proper course of business is excluded. The same applies if the buyer does not make an agreed acceptance, does not make it in time or does not make it completely. If the acceptance by a third party (e.g. B. Germanischer Lloyd or TÜV) or commercially customary, we assume no liability for this, in particular not for their timeliness.
- 2- We would like to point out that references to standards and similar regulations, to test certificates in accordance with DIN EN 10204 or to test reports from material tests are not assurances or guarantees with regard to the content information listed therein. This applies in particular to US tests, in which only a performance of the US test according to the agreed test class is confirmed, but no complete faultlessness of the tested material.
- 3- Unless an acceptance has been expressly agreed, the buyer has the obligation to examine the delivered goods immediately after delivery to him or to the third party designated by him and to notify us immediately in writing of any defects. § 377, 381 HGB and additionally the regulations in this paragraph apply to this. In the temporal interest, the advertisement requires the written form in the sense of a fax or an email. Its inadequateness presupposes that it is sent no later than five (5) working days after delivery (§ 377 para. 1 HGB) or - if it is a defect that was not recognizable during the examination (§ 377 para. 2 and 3 HGB) - at the latest within three (3) working days after discovery of the defect. If this last described defect had already been recognizable at an earlier time than that of the discovery during normal use of the goods, this earlier date is already decisive for the beginning of the aforementioned notification period. The examination of the goods after delivery must not be limited to appearances and the delivery documents, but must also include an appropriate quality and functionality examination, at least with appropriate samples. If the buyer fails to properly examine and/or report, our warranty obligation and other liability for the affected defect are excluded.
- 4- At our request, the defective goods must first be returned to us immediately at the expense of the buyer. In the event of a justified complaint, i.e. in the event of a defect, we will reimburse the buyer for the costs of the cheapest sent; this does not apply to the extent that the costs increase because the goods are located in a place other than that of intended use.
- 5- The buyer must give us the reasonably necessary time and opportunity to examine complaints and other complaints as well as to perform subsequent performance. This also includes making the objected goods available to us for inspection purposes or - in the case of their fixed structure or similar local fixation - to providing access to them.
- 6- If a defect is complained of in good time, the buyer is entitled to the statutory warranty rights with the proviso that these expire after one year.

XI. Liability

- 1- We are liable in accordance with the statutory provisions in the event of intent, gross negligence, in the event of culpable injury to life, body or health, in the assumption of a guarantee or procurement risk and in the event of liability under the Product Liability Act.
- 2- We are also liable in the event of a simple negligent breach of essential contractual obligations, i.e. such obligations, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance the buyer regularly trusts and may rely. In this case, however, our liability is limited in amount to the damage typical of the contract, foreseeable at the time of conclusion of the contract. Further liability is excluded.
- 3- The above regulations also apply insofar as damage is caused by our organs, legal representatives, employees or other vicarious agents.
- 4- Insofar as our liability is excluded or limited in accordance with the above regulations, this also applies to the personal liability of our organs, legal representatives, employees and other vicarious agents.
- 5- In the event of delay or non-performance of our deliveries and services, we are also not liable if this delay was caused by events that we could not otherwise influence through reasonable effort. This applies in particular in cases of force majeure (e.g. war, official measures as well as operational disruptions not caused by our fault) and other events or circumstances that are beyond our control and which we cannot prevent with reasonable care. We will immediately notify the buyer of the existence of such an event and take appropriate appropriate measures to keep the duration of the event and its effects as low as possible.

XII. Place of jurisdiction

If the contractual partner is a merchant within the meaning of the Commercial Code, an entrepreneur within the meaning of § 14 BGB, or a legal entity under public law or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising from or in connection with these general terms and conditions of delivery as well as the contractual relations with us is our registered office in Hannover.

XIII. Other

- 1 - Partial deliveries are permitted.
- 2 - For export deliveries, we assume no liability if our products violate the property rights of third parties.
- 3 - The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 4 - Claims against us, with the exception of monetary claims, can only be assigned to third parties with our written approval. A set-off or the assertion of a right of retention with counterclaims is excluded, unless the claims of the buyer for offsetting or retention are undisputed or legally established.
- 5 - Insofar as the provisions of these terms of delivery do not become part of the contract or are void or ineffective, the content of the contract is governed by the statutory provisions (§ 306 para. 2 BGB). However, if no legal provisions are available to fill the gap, and no supplementary implementation of the contract is a priority or possible, the parties will make an effective regulation that is economically closest to the original, instead of the invalid or ineffective regulation that has not become part of the contract.