

I. General – Scope

1. Our deliveries and services are exclusively subject to the following conditions below; we do not accept any terms and conditions of the buyer contrary to or deviating from our terms and conditions unless we have expressly agreed upon in writing. Our Terms and Conditions will apply even should we make a delivery to the purchaser without reservation, knowing that the buyer has terms and conditions which contradict or vary from ours.
2. In addition statutory provisions applicable to the case and for transboundary transactions the INCOTERMS of the International Chamber of Commerce in Paris in the latest addition will apply .
3. Our terms and conditions of sale will also apply to all future transactions with the buyer.

II. Prices, Payments and Settlements

1. Unless the order confirmation states otherwise, our prices are "ex works" and plus VAT at the statutory rate applicable upon delivery. Our prices are exclusive of the current alloy surcharge of the day of delivery, the cost of packaging and transport and other - agreed - supplements.
2. Independently from being invoiced, payment claims owed to us will become due for payment immediately on receipt of the goods without any deductions, unless otherwise expressly agreed upon in writing.
3. The buyer may only set off against acknowledged, undisputed or legally binding claims and/or the buyer may only assert a right of retention against such claims.
4. Should an appreciable change take place in terms of labor, raw materials, energy or transport costs between the conclusion of the contract and the date of delivery, we reserve the right to renegotiate the prices.
5. Should, after conclusion of the contract, circumstances arise resulting in a substantial deterioration in the buyer's finances, whereby our claim for payment is put at risk, we are entitled to accelerate maturity immediately. This will also apply if the buyer falls into arrears of payment which indicate that our claim is at risk. In such case, we are entitled to take back the goods, if necessary, by entering the buyer's premises and removing the goods. In addition, we may prohibit any further processing of goods due to the buyer under the contract. The recovery of goods does not implicate a cancellation of the contract. The buyer may avoid any legal consequences described hereinabove by offering collateral securities equivalent to the value of our endangered payment claim.
6. If the buyer falls into arrears of payment we are entitled to accelerate maturity immediately for all open claims.
7. We will be entitled to set-off with any claims, including those resulting from bills of exchange, we and our related companies within the meaning of Section 15 of the German Stock Corporation Act ("AktG") have against the buyer.

III. Content and Scope of Deliveries

1. Deviations in dimensions or quality are permissible within the framework of the applicable standard or by special agreement. Deviations in weight are permissible within the customary ranges. Those deviations are no defects in quality within the meaning of Section 434 of the German Civil Code ("BGB"). The legal obligations of inspection and complaint as laid down in Section 377 of the German Commercial Code ("HGB") are not affected by underdeliveries outside the permissible percentages (§ 7). The buyer approves an overdelivery should the buyer does not complain immediately after delivery or, in case of non-discernability, 14 days after discovery. Section 377 of the German Commercial Code ("HGB") applies accordingly (§ 7).
2. Weights will be established on calibrated scales and are decisive for invoicing.
3. Any technical information, illustrations, drawings, dimensional or weight data presented on the Internet or in brochures, and any quotations or other printed matter serve only to describe our products and are deemed to be noncommittal average values. They do not represent any information as to quality or form the basis for any guarantee of quality or durability unless expressly marked as such.

IV. Delivery Periods, Consequences of Delay

1. Should the buyer fail to fulfill his contractual obligations on time, such as opening a letter of credit, furnishing national or foreign certificates, making a prepayment, etc., we are entitled to reasonably extend our delivery periods in accordance with the needs of our production schedule, without affecting our rights under the contract and statutory provisions.
2. Our deliveries are made "ex works", and the date of the shipment determines compliance with the delivery period specified in the order. In the event that the goods cannot be shipped on time for reasons beyond our control, delivery dates are deemed to be met upon notification of the shipment date to the buyer.
3. We have a minimum grace period of one week for delivery of goods for which a specified delivery date has not been set in the confirmation of the order. Only after the expiration of this additional period will the shipment be considered late.
4. We are entitled to make partial shipments within reason.
5. Force majeure and other occurrences beyond our control, which make delivery difficult or impossible, such as interruption of operations at our site and/or at our suppliers' sites (e.g. fire, machine breakdowns, raw material or energy shortages), transportation delays, strikes, administrative actions, non-deliveries, and incorrect or delayed deliveries from our suppliers for essential operating materials or raw materials will release us from our obligations under the respective contract. In case of temporary obstacles, the herein aforementioned occurrences will only apply for the duration of the problem plus a reasonable recovery period. We will notify the buyer of any major obstacle and its anticipated duration without delay. Should the delay make unreasonable demands on the buyer, the buyer may immediately give verbal notice of cancellation of the contract and follow up with a written declaration, provided the contract has not been partially fulfilled.
6. In case of our delay in delivery, the buyer may cancel the contract on the expiration of a reasonable grace period established in writing. The buyer's right of cancellation will, in principle, extend only to the balance of the contract. Should, however, completed partial deliveries be unusable by the buyer without the balance of the delivery, the buyer is entitled to cancel the entire contract.
7. Should the buyer default in acceptance or fails to comply with other contractual obligations to cooperate, we will be entitled to demand compensation for damages, including additional expenses. Our rights resulting from delay of acceptance of the buyer remain unaffected hereby.

V. Passing of Risk

1. We will choose the transport routes, methods, and haulage contractors or carriers, should the buyer does not provide any special instructions.
2. Should the loading or shipment of the goods be delayed due to the buyer or should the buyer do not request delivery of the goods within four days of notification that the goods are ready for shipment, we at our equitable discretion may place the goods in storage, take appropriate measures to preserve the goods, at the buyer's expense and risk, and invoice any additional costs for storage and preservation. This provision does not preclude the use of any and all legal remedies available to us due to the buyer's default of acceptance.
3. In case of damage in transit, the buyer will provide us with a damage report without undue delay.
4. The point in time at which the goods are available "ex works" (even of partial deliveries) determine the passing of risk, regardless of who will be invoiced bear the costs. If delivery of the goods is delayed due to circumstances for which we are not responsible, or if a default of acceptance of the buyer occurs, the risk is transferred to the buyer on the date of readiness for shipment.
5. If not contrary to commercial custom or otherwise agreed, the goods will be supplied without packaging and unprotected against rust.
6. Should the buyer or his agent collect goods not intended for sale in the Federal Republic of Germany, the buyer is to present us with all the requisite export documents.
7. At the buyer's option and expense, deliveries may be covered by transit insurance.

VI. Blanket Orders and Release Dates

1. Annual blanket orders with release dates obligate the buyer to accept the entire quantity of goods on which the order is based.
2. Should no particular release dates be specified for a blanket order, the entire quantity is to be released within a 12-month period.

3. Should release dates not be complied by the buyer, we are entitled to deliver and invoice the entire quantity of goods four weeks after providing written notification of the consequences of not releasing the entire quantity of goods ordered. Our rights resulting from the buyer's delay remain unaffected hereby.

VII. Claims resulting from defects

1. The goods are contractual, should the goods either not deviate or only deviate insignificantly from the agreed specification, at the time of the passing of risk. The conformity with contract and faultlessness from defects of our goods are determined exclusively by agreements as to the quality and quantity of the ordered goods. We will assume liability for fitness of use only if expressly agreed upon in advance. Otherwise the buyer exclusively bears the risk of suitability for the intended purpose. We are not liable for any deterioration, destruction or inappropriate treatment of the goods after the passing of risk.

2. We offer no guarantees based on the specification or the intended purpose for the goods. Any guarantee will require a separate written agreement.

3. The buyer must inspect delivered goods immediately upon receipt. Any claim for defective material must be evidenced in writing immediately or by the sixth day after receipt at the latest. The buyer must also notify us of any hidden defects immediately upon discovery or by the sixth day after the discovery. After the completion of an agreed acceptance, complaints of defects which could have been established at this procedure will be excluded.

4. In the event of a complaint, the goods must be made available to us or, if requested, a sample provided to us for inspection at no expense to the buyer. Should the complaint not have been valid, we reserve the right to charge the buyer with the cost of freight and inspection.

5. The buyer may not submit any claims for defects from goods sold as a downgraded product (II-A material, for example) with specified defects, or any other defects, which might normally be expected from such material.

6. In cases of defects in quality, we will at our discretion and taking into account the buyer's wishes, rectify the matter by either a replacement delivery or repairs. Should neither course of action be completed, the buyer may establish within reason a final grace period for rectification. Should this grace period expire without rectification, the buyer may either reduce the purchase price or cancel the contract. No other claims will be admitted beyond this point and Section 8 remains unaffected.

7. In case of a defect of title, we will have the right to rectify the matter by eliminating the defect of title within two weeks after receipt of the goods. Beyond that, No. 6 Sentence 2 applies accordingly.

8. The period of limitation for delivery of defective goods will expire one year after the delivery date, unless the defective product was delivered intentionally. The legal period of limitation applicable to goods which are customarily used in construction projects and caused its defectiveness remain unaffected hereby. Repairs or replacement deliveries will not result in a new start date for the period of limitation.

9. Any buyer claims for recourse, pursuant to Section 478 of the German Civil Code ("BGB"), are limited to the legal scope of claims for defects by third parties against the buyer and are subject to the condition that the buyer has registered a complaint with us in accordance with Section 377 of the German Commercial Code ("HGB").

VIII. General Limitations of Liability

1. Unless otherwise provided for in these terms and conditions, we are liable for compensatory damages in the event of a breach of contractual or non-contractual duties and, if in the process of negotiating a contract, only in the event of intent or gross negligence on the part of our legal representatives or vicarious agents. For a culpable breach of fundamental contractual duties, other than cases of intent or gross negligence on the part of our legal representatives or vicarious agents, we are only liable for foreseeable typical damages associated with this type of contract.

2. The foregoing limitations of liability do not apply in case of a fatal or physical injury or harm to health.

3. Liability as provided for in the German Product Liability Act ("ProdHG") remains unaffected by this provision. This provision does not change the burden of proof to the disadvantage of the buyer.

IX. Retention of Title

1. Delivered goods remain our property (reserved goods) until all the debts, including any outstanding balances due to us within the framework of the business relationship, have been settled. This will also apply to future and qualified debts, e.g. arising from reverse bills of exchange, etc.

2. Further processing and change of the reserved goods may take place in accordance with Section 950 of the German Civil Code ("BGB") without obligating us. Should the buyer processes combine or mix the reserved goods with other goods, we are entitled to co-ownership of the new article for the full invoice value of the reserved goods. Should our ownership cease as a result of combining, mixing or processing, already at present the buyer transfers to us his ownership, alternatively his expectant rights in the new stock or article to which he is entitled to in the amount of the invoice value of the reserved goods; in the event of processing, this shall be in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. The buyer is obligated to store the final product at no additional cost to us. The rights of co-ownership preserve our rights to the reserved goods as stated in Paragraph 1.

3. The buyer is entitled to resell the purchased goods in the ordinary course of business, provided the buyer retains title to the goods and the buyer is not in arrears. The buyer transfers to us all claims for collection of the final invoice amount, including sales tax, if applicable, arising from the resale to his customers or third parties, whether or not the purchased goods were resold with or without processing. The buyer is continually empowered to collect the outstanding debts, without precluding our right to collect the debt at any time. We will not exercise our right to collect the debt as long as the buyer fulfills his payment obligations to us from the proceeds of sales, is not in arrears of payment and, in particular, is not subject to an application for the institution of insolvency proceedings or is not ceasing payments as provided for in Section 2 Paragraph 6. If any of the aforementioned conditions exist, we may ask the buyer to provide the necessary information and documents related to the transferred claims and associated debtors, and to inform the debtors (third parties) of the transfer. The term "resale" also applies not only to the use of the reserved goods to fulfill contracts of work and material, but also to fulfill contracts of work and labour.

4. The buyer must inform us immediately in writing of any liens or levies filed against the buyer by third parties, so that we can preserve our rights in accordance with Section 771 of the German Civil Code of Procedure ("ZPO"). Should a third party not be able to reimburse us for the court and out-of-court costs associated with our efforts to preserve our rights, the buyer is liable to us for the costs and damages incurred.

5. The buyer is not authorized to transfer claims to any other party. Our authorization to collect outstanding debts does not include the right to transfer any claims. Transfers of claims are permissible only should the transfer be part of a genuine factoring arrangement, of which we have been notified and from which the proceeds exceed the value of our secured claim. Our claim is due immediately upon receipt of the proceeds of the factoring deal.

6. Should the buyer place securities as collateral and the total value of the existing securities exceeds the nominal value of our secured debts by more than 20 %, we must at the buyer's request release securities of his choosing.

X. Models, tools, other forming devieces

1. The buyer is responsible for ensuring that the use of submitted drawings, patterns and models do not violate the rights of third parties. He shall indemnify us from all disadvantages, especially from compensation claims of third parties.

XI. VAT-Number

1. In the event of deliveries from the Federal Republic of Germany to other EU Member States, the buyer has to tell us, prior to the delivery, his VAT identification number which he uses to pay his income taxation within the EU. Otherwise he has to pay VAT at the statutory rate applicable upon delivery in addition to the agreed purchase price.

XII. Factoring

1. In order to improve our performance and competition and to relieve the load on administrative work like accountancy and debt collection we decided to make use of the service of Crefo Factoring Südost. Since June 1st, 2010 we therefore have been entering into a factoring contract with Crefo Factoring Südost GmbH & Co.KG. This means all receivables are sold and assigned in the factoring procedure.

2. Crefo Factoring Südost GmbH & Co.KG receives a copy of invoice, maintains our accounts department and monitors the incoming payments to the relevant agreed due dates.

3. Any claim has to be necessarily announced to Crefo Factoring Südost GmbH & Co.KG immediately. In this case, Crefo Factoring Südost GmbH & Co.KG will contact us at once in order to make us to check this claim with your demands. The investigation of the claims will still be done by us.

XIII. Legal Venue, Place of Fulfillment, Applicable Law

1. The place of fulfillment and legal venue for both parties to the contract shall be Aschaffenburg. At our discretion, we are entitled to select the legal venue applicable to the buyers registered office.

2. The laws of the Federal Republic of Germany will apply to all the legal relationships between us and the buyer with the exception of the provisions of International Conflict Law. Neither the United Nations Convention on Contracts for the International Sale of Goods (CISG) nor any other international treaties will apply, even after adoption into German law.

As of: December 2012