

Annex 2

General Terms of Sale

Any business dealings with our customers are based on our "General Terms of Sale". The terms are in particular deemed accepted when placing an order or when accepting the delivery. Deviating terms issued by the purchaser shall not be binding for us unless we have explicitly confirmed them. All prices stated in our price lists and offers are non-binding; metals and metal-containing products shall be calculated on the basis of the applicable metal price at the current daily price. The metal surcharge shall be set on the day the purchase order is cleared. Should prices change during the term of a deal on account of changed raw material and manufacturing costs, a corresponding settlement shall be reached between the seller and the customer. If this is not possible, both partners shall be entitled to withdraw from the contract for the residual amount of the deal. The minimum purchase order value is €50.00 net. If the order volume is lower, a shortage surcharge of €15 will be charged. Orders amounting to less than €30 cannot be accepted. The delivery times stated in our offers and order confirmations are always subject to the timely arrival of the raw material and to an uninterrupted manufacturing process. Quantity and weight indications are to be considered as estimates and entitle us to over-deliveries or under-deliveries of up to 10%. In the case of partial deliveries, the tolerances regarding quantity and weight shall apply accordingly. Shipping always occurs at the customer's risk – even if the delivery is free from shipping charges. Shipping will only be covered by insurance if this was explicitly requested by the customer – and always chargeable to the customer; shipping-related damage claims can only be processed if the recipient of the goods has the damage assessed and confirmed by the shipping company at the time of the delivery. Under no circumstances does our processing of claims and the customarily related cession of rights out of the damage event transfer the shipping risk to us. We merely undertake to diligently handle the processing of claims. Payments after the agreed date of payment entitle us to charge default charges. If the payment is made by the use of a cheque, by accepted bill or by note receivable, payment is not deemed effected until the moment of encashment/discharge/redemption. In the case of customers that we are not yet familiar with, delivery will be made against prepayment. All supplied goods are still our property until the customer has paid for them in full. In case of default, we are entitled to request the immediate payment of all invoices – even those that are not yet due. The purchaser is entitled to sell, process, or mix the goods supplied by us within the framework of his proper business operations. The reservation of ownership remains unaffected even if the goods have been processed or mixed and, in such a case, it extends proportionately to the product created by the processing and/or mixing. Any financial claims on the part of the purchaser resulting from the sale of our property vis-à-vis his purchasers (sub-purchasers) shall be deemed ceded from him to us – at the time of the purchase up to the amount of his liability under the entire business relation existing with us and us getting priority of rank before the rest. If the sale occurs after our property has been processed	and/or mixed, the obligation of cession on the part of the purchaser also extends to the part of the claim that corresponds to the part of the goods in the newly-created product, taking into account the purchase price set out in this contract. If the invoice value of the security existing for the seller exceeds the seller's total claim (including side claims such as, e.g., interests, costs, etc.) by more than 20%, the seller is obligated, upon request from the purchaser or from a third party affected by the over-backing of the sellers, to release securities at the seller's option to that extent. The purchaser shall refrain from conducting any sale outside the usual business operations, any pledging or transferring of securities in the form of goods for which we have reserved the property rights or of the claims ceded to us. The customer is obligated to immediately inform us of any third-party access to the goods that are, in accordance with our right to reserve ownership, our property and to the claims ceded to us. Invoiced packaging will not be taken back by us. Rented packaging shall be returned freight-paid, in a clean and usable state, within a period of three months counting as of the date of the invoice. Failure to observe the deadline results in the rented packaging being put on your bill in the amount of its replacement value, which is to be paid immediately and without discount. If the rented packaging is on its way back to us at the time of the invoice, the invoice shall be deemed obsolete. If the resending occurs after the invoicing, the money will be refunded minus a usage charge correspondent to the state of the bindings that we receive back from you. Immediately upon arrival of the goods delivered by us the purchaser shall check them for any possible damage. An inspection certificate sent along with the goods does not release our customers from their goods receipt inspection. Any complaints shall be declared by sending us a pattern within a period of 14 days after the receipt of the goods. Queried goods must not be returned immediately; the purchaser shall have to keep the queried goods available until the matter is fully resolved. If the complaint is legitimate, the purchaser is entitled, at his option, to receive a replacement, reduction or conversion. Any further claims on the part of the purchaser, particularly to claim damages, are/is excluded. Notices of defects due to improper handling, storing or processing, or due to excessive usage of the delivery item on the part of the purchaser as well as due to other reasons that we are not responsible for, will not be accepted by us. Any customer advice is given to the best of our knowledge; application-specific suggestions are based on the results of practical tests. All notes regarding the processing of the material delivered by us are non-binding and do not release our customers from the obligation to do their own inspection of our products with regard to whether or not the products are applicable to the processes or purposes intended there. As we do not have any control over how our products will be used, it is not possible to deduce any claims against us for suffering faulty processing results. The data given in our technical descriptions is for your information; it does not constitute any material specifications. The only guaranteed properties are those that are indicated as such in our descriptions. Place of fulfilment and place of jurisdiction for any rights and obligations of either of the two parts of this contract under business dealings of any kind shall be Eltville / Rhine.
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