

General Terms and Conditions of Sale

of WW-K Warmwalzwerk Königswinter GmbH (version 2024)

I. Validity, offers, form

1. These General Terms and Conditions of Sale shall apply to all - including future - contracts with entrepreneurs, legal entities under public law and special funds under public law for deliveries and other services, including contracts for work and services and the delivery of non-fungible goods. In the case of drop shipments, the terms and conditions of the price list of the contracted supplier shall apply in addition. These General Terms and Conditions of Sale shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the buyer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if the buyer refers to his general terms and conditions in the context of the order and we do not expressly object to them.
2. Our offers are subject to change. Our declarations aimed at the conclusion, amendment or termination of contracts as well as promises, assurances and guarantees made by our employees in connection with the conclusion of the contract shall only become binding upon our written confirmation. Legally relevant declarations and notifications by the buyer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must also be made in writing. Written form within the meaning of these General Terms and Conditions of Sale includes written and text form (e.g. letter, e-mail, fax).
3. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the General Terms and Conditions of Sale. In case of doubt, the latest version of the Incoterms shall be decisive for the interpretation of trade terms.

II. Prices

1. Unless otherwise agreed, the prices and conditions of the price list valid at the time of conclusion of the contract plus statutory VAT shall apply.
2. In the case of drop shipments, we are entitled to increase the agreed price to the extent that our supplier increases this price prior to delivery of the goods. This shall only apply if there is a period of more than three months between conclusion of the contract and delivery. In such cases, the buyer may withdraw from the contract. The declaration of withdrawal must be received by us within two weeks of receipt of our declaration of increase.
3. If freight charges, public duties or other charges are newly introduced or increased after conclusion of the contract, we shall be entitled to add such additional charges to the agreed purchase price, even in the case of carriage paid or duty paid delivery.

III. Payment and settlement

1. Unless otherwise agreed or stated in our invoices, the purchase price shall be due immediately after delivery without deduction of discount and shall be paid in such a way that we can dispose of the amount on the due date. The buyer shall bear the costs of payment transactions. The buyer shall only be entitled to a right of retention and a right of set-off insofar as his claims are undisputed or have been legally established.
2. If the term of payment is exceeded or in the event of default, we shall charge interest at the applicable statutory default interest rate, currently 9 percentage points above the base interest rate, unless higher interest rates have been agreed. We reserve the right to claim further damages caused by default.
3. The buyer shall be in default no later than 10 days after the due date of our claim, without the need for a reminder.
4. If it becomes apparent after conclusion of the contract that our claim to payment is jeopardized by the Buyer's inability to pay, or if the Buyer defaults on payment of a not inconsiderable amount, or if other circumstances arise which indicate a significant deterioration in the Buyer's ability to pay after conclusion of the contract, we shall be entitled to the rights under Section 321 BGB. We shall then also be entitled to declare due all claims not yet due from the current business relationship with the Buyer. If in such cases the buyer fails to make advance payment or provide adequate security within a reasonable period of time, we shall be entitled to withdraw from the contract to the exclusion of any claims for compensation on the part of the buyer.
5. An agreed cash discount shall always relate only to the invoice value excluding freight and shall be subject to the full settlement of all due liabilities of the Buyer at the time of the cash discount. Unless otherwise agreed, discount periods shall commence from the invoice date.

IV. Execution of deliveries, delivery deadlines and dates

1. Delivery periods shall commence on the date of our order confirmation, but not before all details of the order have been fully clarified; the same shall apply to delivery dates. All delivery periods and dates are subject to unforeseeable production disruptions and correct and timely self-supply with the necessary primary materials. In all other respects, our delivery obligation is subject to correct and timely delivery by our own suppliers, unless we are responsible for the incorrect or delayed delivery by our own suppliers.
2. Information on delivery times is approximate and shall only apply subject to the timely fulfillment of all obligations of the Buyer, such as the provision of all official certificates, the provision of letters of credit and guarantees or the making of down payments.

3. The time of dispatch ex works or ex warehouse shall be decisive for compliance with delivery periods and dates. They shall be deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.
4. In cases of force majeure, the contractual obligations of both parties shall be suspended and the dates and deadlines for the fulfillment of contractual obligations shall be postponed accordingly; cases of force majeure shall also include labor disputes in own and third-party companies, transport delays, machine breakage, unexpected pandemics or epidemics, sovereign measures and other circumstances for which neither party is responsible. The event of force majeure must be reported to the other contracting party immediately. Both contracting parties are entitled to withdraw from the contract at the earliest six weeks after receipt of this notification.
5. In the event of a delay in delivery, the buyer shall be entitled to the rights arising from §§ 281, 323 BGB only if he has set us a reasonable deadline for delivery, which - in this respect deviating from §§ 281, 323 BGB - is linked to the declaration that he refuses to accept the service after the expiry of the deadline; after the unsuccessful expiry of the deadline, the claim for fulfillment is excluded.
6. In the event of a delay in delivery, claims for damages shall be governed by Section XI of these Terms and Conditions. Notwithstanding its statutory duty to mitigate damages, the Buyer shall in particular be obliged to notify us immediately in writing of any impending damage caused by delay. We reserve the right to suggest covering purchase options to the buyer. If the Buyer fails to comply with its notification and other damage minimization obligations in accordance with the preceding paragraph, our liability for proven damage caused by delay shall be limited to 50% of the value of the affected quantity.

V. Retention of title

1. All delivered goods shall remain our property (reserved goods) until all claims have been settled, in particular also the respective balance claims to which we are entitled within the scope of the business relationship (balance reservation). This shall also apply to future and conditional claims, e.g. from acceptor's bills of exchange, and also if payments are made on specially designated claims. This balance reservation expires at the end of the settlement of all claims still open at the time of payment and covered by this balance reservation. The buyer must treat the reserved goods with care. He must insure them at his own expense against fire, water damage and theft at replacement value. If maintenance and inspection work becomes necessary, the buyer must carry it out in good time at his own expense.
2. Processing and treatment of the reserved goods shall be carried out for us as the manufacturer within the meaning of § 950 BGB without any obligation on our part. The processing

If the goods subject to retention of title are processed, combined or mixed with other goods by the Buyer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used at the time of processing, combining or mixing. If our ownership expires as a result of combining or mixing, the buyer hereby assigns to us the ownership rights to which he is entitled to the new stock or item to the extent of the invoice value of the goods subject to retention of title and shall store them for us free of charge. Our co-ownership rights are deemed to be reserved goods within the meaning of No. 1

3. The Buyer may only sell the goods subject to retention of title in the ordinary course of business at his normal terms and conditions and as long as he is not in default and as long as he is not insolvent, provided that the claims from the resale are transferred to us in accordance with Nos. 16 to 17. Resale within the meaning of this section shall also include the use of the reserved goods for the performance of contracts for work and services. He shall not be entitled to dispose of the reserved goods in any other way (e.g. pledging and transfer by way of security).
4. The claims arising from the resale of the reserved goods, together with all securities which the purchaser acquires for the claim and together with those claims of the purchaser in respect of the reserved goods which arise on any other legal grounds against his customers or third parties (in particular claims in tort and claims for insurance benefits), are hereby assigned to us. They serve as security to the same extent as the reserved goods. If the reserved goods are sold by the buyer together with other goods not sold by us, the claim from the resale shall be assigned to us in the ratio of the invoice value of the reserved goods to the invoice value of the other goods sold. In the case of the sale of goods in which we have co-ownership shares in accordance with No. 2, a part corresponding to our co-ownership share shall be assigned to us.
5. The buyer is entitled to collect claims from the resale. This collection authorization shall expire in the event of our revocation, but at the latest in the event of default of payment, non-payment of a bill of exchange or application for the opening of insolvency proceedings. We shall only make use of our right of revocation if it becomes apparent after conclusion of the contract that our claim to payment from this or other contracts with the buyer is jeopardized by the buyer's inability to pay. At our request, the buyer is obliged to inform his customers immediately of the assignment to us and to provide us with the documents required for collection.
6. The buyer must inform us immediately of any seizure or other impairments by third parties. The buyer shall bear all costs that must be incurred to cancel the seizure or to return the reserved goods, insofar as they are not reimbursed by third parties.

7. If the buyer defaults on payment or fails to honor a bill of exchange when due, we shall be entitled to take back the goods subject to retention of title and to sell the goods subject to retention of title at the best possible price, offsetting them against the purchase price. The same applies if it becomes apparent after conclusion of the contract that our claim to payment from this contract or from other contracts with the buyer is jeopardized by the buyer's lack of solvency. The withdrawal does not constitute a withdrawal from the contract. The provisions of the Insolvency Code remain unaffected.
 8. If the invoice value of the existing securities exceeds the secured claims including ancillary claims (interest, costs, etc.) by more than 50% in total, we are obliged to release securities of our choice at the request of the buyer.
2. If, through no fault of our own, the goods are not accepted, not accepted in good time or not accepted in full, we shall be entitled to return the goods without

VI. Grades, dimensions and weights

1. Grades, types and dimensions of the goods shall be determined in accordance with the DIN and EN standards agreed at the time of conclusion of the contract, in the absence of such agreement in accordance with the DIN and EN standards applicable at the time of conclusion of the contract, in the absence of such standards in accordance with practice and commercial usage. References to standards and similar regulations, to test certificates and similar certificates as well as information on qualities, types, dimensions, weights and usability of the goods are not assurances or guarantees, nor are declarations of conformity and corresponding marks such as CE and GS.
2. The weighing carried out by us or our supplier shall be decisive for the weights. Proof of weight shall be provided by presenting the weighing slip. As far as legally permissible, weights can be determined without weighing according to standard. We are entitled to determine the weight without weighing according to the standard (theoretical) plus $2^{1/2}$ % (commercial weight). Quantities, bundle numbers etc. stated in the dispatch note are not binding for goods calculated by weight. Unless individual weighing is usually carried out, the total weight of the consignment shall apply. Differences compared to the calculated individual weights will be distributed proportionally.
3. We are entitled to reasonably exceed or fall short of the agreed delivery quantities. The indication of an "approximate" quantity entitles us to exceed or fall short by up to 10%.

VII. Acceptances

1. If acceptance has been agreed, it can only take place at the supplying plant or our warehouse immediately after notification of readiness for acceptance. The personal acceptance costs shall be borne by the Buyer, the material acceptance costs shall be charged to him in accordance with our price list or the price list of the supplying plant.

acceptance or to store them at the buyer's expense and risk and to invoice them to the buyer.

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VIII. Shipping, transfer of risk, packaging, partial delivery

1. We determine the shipping route and means as well as the forwarder and carrier.
2. Goods notified as ready for dispatch in accordance with the contract must be called off immediately, otherwise we shall be entitled, after issuing a reminder, to dispatch them at the expense and risk of the buyer at our discretion or to store them at our discretion and invoice them immediately.
3. If, through no fault of our own, transportation by the intended route or to the intended place within the intended time becomes impossible or significantly more difficult, we shall be entitled to deliver by another route or to another place; the buyer shall bear the additional costs incurred. The buyer shall be given the opportunity to comment in advance.
4. The risk, including the risk of seizure of the goods, shall pass to the buyer for all transactions, including carriage paid and free deliveries, when the goods are handed over to a forwarding agent or carrier, but at the latest when they leave the warehouse or the delivery plant. We shall only provide insurance at the instruction and expense of the buyer. The obligation and costs of unloading shall be borne by the buyer.
5. The goods are delivered unpacked and not protected against rust. If customary in the trade, we deliver packed. We shall provide packaging, protective and/or transportation aids according to our experience at the buyer's expense. They will be taken back at our warehouse. We do not assume the buyer's costs for the return transport or for his own disposal of the packaging.
6. We are entitled to make partial deliveries to a reasonable extent.

IX. Call-off orders, continuous deliveries

1. If it has been agreed that the goods are to be released for shipment by our buyer within a certain period after our notification of readiness for shipment (call-off), we shall be entitled to invoice the goods from the time of readiness for shipment; in this case, the purchase price shall be due for payment 30 days after the invoice date.
2. In the case of contracts with consecutive delivery, we shall be given call-offs and sorting for approximately equal monthly quantities; otherwise we shall be entitled to make the determinations ourselves at our reasonable discretion.

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X. Liability for material defects

1. Material defects in the goods must be reported in writing immediately, at the latest fourteen days after delivery. Defects which cannot be discovered within this period even after careful inspection must be reported in writing immediately after discovery, at the latest before expiry of the agreed or statutory limitation period, with immediate cessation of any processing. In the event of unjustified complaints, we reserve the right to charge the buyer with freight and handling costs as well as the inspection costs.
2. In the event of a justified, timely notice of defects, we may, at our discretion, remedy the defect or deliver defect-free goods (subsequent performance). If the type of subsequent performance chosen by us is unreasonable for the buyer in the individual case, he may refuse it. In the event of failure or refusal of subsequent performance, the buyer may withdraw from the contract or reduce the purchase price after a reasonable period of time has expired without success. If the defect is not significant or if the goods have already been sold, processed or redesigned, the buyer shall only be entitled to a reduction in price.
3. We shall only assume expenses in connection with subsequent performance insofar as they are reasonable in the individual case, in particular in relation to the purchase price of the goods, but in no case more than 150% of the purchase price. We shall only bear further expenses, e.g. in connection with the installation and removal of the defective goods, in accordance with Section XI of these terms and conditions.
4. After an agreed acceptance of the goods by the buyer, the complaint of defects that were detectable during the agreed type of acceptance is excluded. If a defect has remained unknown to the buyer due to negligence, he can only assert rights due to this defect if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item.
5. If the buyer does not immediately give us the opportunity to convince ourselves of the defect, in particular if he does not immediately make the rejected goods or samples thereof available for testing purposes upon request, all rights due to the material defect shall lapse.
6. In the case of goods that have been sold as declassified material, e.g.
B. so-called II-a material, the buyer is not entitled to any claims for defects with regard to the specified defects and those which he usually has to expect.

7. further claims, e.g. for damages or compensation for futile expenses, shall only exist in accordance with section XI of these terms and conditions.

XI. General limitation of liability and statute of limitations

1. We shall only be liable for breach of contractual and non-contractual obligations, in particular for impossibility, delay, culpa in contrahendo and tort - including for our executive employees and other vicarious agents - in cases of intent and gross negligence, limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. Otherwise, our liability is excluded, including for damages caused by defects and consequential damages as well as for loss of production and loss of profit.
2. These restrictions do not apply in the event of culpable breach of material contractual obligations; these include the obligation to deliver on time and free of defects as well as protective obligations which are intended to enable the customer to use the delivered goods in accordance with the contract. These limitations shall not apply in the event of culpably caused damage to life, body and health and also not if and to the extent that we have assumed a guarantee for the quality of the delivered goods and in cases of mandatory liability under the Product Liability Act.
3. Unless otherwise agreed, contractual claims which arise for the Buyer against us on the occasion of and in connection with the delivery of the goods shall become statute-barred one year after delivery of the goods. The statutory limitation period (§ 438 Para. 1 No. 2 BGB) shall apply to goods that are used for a building in accordance with their normal use and have caused its defectiveness. This does not affect our liability for intentional and grossly negligent breaches of duty, culpably caused damage to life, limb and health and other mandatory statutory special provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, § 444, § 445b, §§ 478, 479 BGB).

XII. Proof of export, export

1. If a buyer resident outside Germany or his authorized representative collects goods and transports or dispatches them outside Germany, the buyer must provide us with the export certificate required for tax purposes.
2. When exporting to another EU country, the buyer must provide us with his VAT identification number.
3. If the proof according to No. 1 is not provided or the sales tax identification number according to No. 2 is not communicated, we can charge the buyer the sales tax for deliveries within the Federal Republic of Germany.

Germany from the invoice amount.

XIII. Place of performance, place of jurisdiction and applicable law

1. The place of performance for our deliveries shall be the supplying plant in the case of delivery ex works and our warehouse in the case of other deliveries. The place of performance for the Buyer's payment obligations shall be the registered office of our head office. The place of jurisdiction is, at our discretion, the registered office of our head office or the registered office of the buyer.
 2. In addition to these terms and conditions, all legal relationships between us and the Buyer shall be governed by German non-uniform law, in particular the BGB/HGB. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.
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XIV. Applicable version

1. In case of doubt, the German version of these General Terms and Conditions of Sale shall prevail.