

Delivery conditions

I. General conditions

The following conditions apply to all sales and deliveries of the GTP Schäfer GmbH (hereafter also "supplier") unless agreed otherwise in writing. The conditions apply in particular also to all deliveries and sales in connection with a consignment warehouse created by the supplier at the contractual partner (hereafter: "customer"). Any deviating and/or supplementary business conditions of the customer apply only if the supplier agrees to them in writing.

II. Offer - conclusion of contract

- Offers must be accepted by the customer within 30 days after submission of the offer.
- If the supplier has created a consignment warehouse at the customer (hereafter: also "contractual parties") the following applies (in deviation from above No. 1): the offer on which the respective delivery of the products (hereafter: "goods") to the consignment warehouse is based is considered accepted when the goods are taken from the consignment warehouse for use.
- Verbal or written orders are considered accepted once the written order confirmation is issued. Subsequent changes to the order must be in writing.

III. Prices and payments

- The prices are listed in Euro and are (unless otherwise agreed in writing between the contractual parties) valid ex factory of the supplier according to Incoterms 2000 plus the applicable VAT.
- If subsequent changes to the order are agreed, the supplier is entitled to recalculate the prices. The quoted prices apply solely to the respective individual order. The agreement of a fixed price in a continuous supply relationship requires an express written agreement.
- The customer may offset the claims of the supplier only with undisputed or legally determined claims of his own.
- Any retention rights of the customer due to claims from earlier or different business transactions are expressly excluded. This limitation does not apply to undisputed or legally determined claims. The customer does not have any settlement rights from § 371 HGB.
- The customer carries all costs for packaging, freight, and insurance expressly demanded by the customer unless otherwise agreed in writing between the contractual parties.
- Unless otherwise agreed, invoices for the deliveries are payable in full to the account of the supplier within 30 days of invoice.
- If there is a consignment warehouse pursuant to No. II (2), in deviation to above No. 6, invoices are payable in full to the account of the supplier by the 15th of the following month after the invoice was issued.
- The customer may not fulfill his payment obligations by means of a bill.
- If payment is not made within the deadline defined in Nos. 6 and 7, the financial claims of the supplier shall incur interest of eight percent above the base interest rate (§ 247 BGB).

IV. Price adjustments

- The agreed prices for the goods of the supplier are subject to adjustment depending on the price development for aluminum in form of a 'material price increase surcharge' (AL-TZ). The basis is the market price for aluminum in Euro (hereafter: "market price"). The market price is calculated based on the aluminum price per ton specified at the London Metal Exchange (LME) in the spot market (sales price) pursuant to the "Daily Official Price" defined there (hereafter: "DOP"). The DOP shall be converted into Euro using the reference exchange rate Euro/USD published by the ECB on the trade day. The result of the conversion is the market price.
- If the market price at the time of delivery deviates by more than 5% from the market price at the time the contract is concluded, the agreed purchase price of the sold goods shall increase / decrease corresponding to the determined deviation.
- If there is a consignment warehouse, the following shall apply in deviation to above No. 2: If the market price at the time the goods are taken from the consignment warehouse deviates by more than 5% from the market price at the time of delivery, the agreed purchase price of the sold goods shall increase / decrease corresponding to the determined deviation.
- If a deviation has been detected, either contractual partner is entitled to demand an adjustment of the agreed purchase price. There will be no adjustment of prices for services, assembly, etc.
- If no DOP or reference rate Euro/USD has been specified at the time of contract conclusion and/or delivery, then the last DOP / reference rate Euro/USD specified before this time shall be used as a basis.

V. Delivery time - default

- Adherence to the deadlines for deliveries is contingent on the timely fulfillment of all duties to be met by the customer, in particular payment of still open invoices of the supplier from previous transactions at the time of the order. If the customer does not meet these duties on time, then the deadlines shall correspondingly be extended.
- If the supplier does not receive his supplies on time or at all and in cases of force majeure, labor disputes, unrest, official agency measures, disruptions in production, in particular fires, other unforeseeable and inevitable event relieve the contractual parties from their duties for the duration of the disruption and to the extent they have an impact. If the supplier is unable to deliver goods and/or services on time or at all, partially or completely, through no fault of his own, the supplier is entitled to withdraw completely or partially from the contract. The customer has the same right if it is no longer reasonable for him to accept the goods/services due to the delay.
- If the supplier is in default, the customer may set a suitable grace period for delivery. If the default is due only to slight negligence of the supplier, his legal representatives, or subcontractors, then compensation for damages caused by the delay is ruled out.

VI. Transfer of risk - shipping

- Risk transfers to the customer when the goods are loaded.
- If the shipment is delayed or does not occur at all due to circumstances for which the customer is responsible, then the risk transfers to the customer at the time at which it would have transferred to the customer if there had been no delay.
- Upon express instruction of the customer, the supplier shall insure the delivery goods against theft, breakage, damage due to transportation, fire, and water, or other risks at the expense of the customer. Delivery conditions

VII. Copyrights

If the customer has included drawings, descriptions, technical specifications, and/or other documents with his order, he guarantees that this documentation is unencumbered by third-party rights. In case that the use of the documentation by the supplier violates any third-party rights, the customer shall hold the supplier free of third-party any compensation claims to the extent this is legally permissible.

VIII. Receiving and inspection of goods

- Every delivery shall be inspected immediately at delivery or upon receipt for defects, damage, and completeness. Complaints shall be indicated to the supplier immediately in writing.
- If defects and/or damage are found, the customer shall demand a written report from the transportation provider and, if necessary, after immediate consultation with the supplier assign a claims adjuster with the necessary assessment.

IX. Surplus production - production means

- If it can be shown that for production-technical reasons it is necessary to produce a larger number of units of the goods than specified in the order, the customer is required to accept the surplus production of at most 10% per ordered position and pay it at the agreed unit price.
- The molds needed for the production of the goods shall remain the sole property of the supplier even if the customer has carried a part of the production costs.

X. Retention of ownership

- The delivered goods remain property of the supplier until the customer has completely fulfilled the claims of the supplier from the previously concluded contracts.
- Before the complete settlement of the above claims, the customer may process the delivered goods as part of his regular business operations. When processing the retained goods, altering them, or joining them with another object, the supplier acquires immediate ownership in the produced object in accordance to the value of the delivery. It shall be considered a retained good. The customer is not permitted to process the goods if a prohibition of assignment was or is agreed with a third party for the claims that are assigned in advance to the supplier under the following No. 3.
- In order to ensure the supplier rights defined in above No. 1, in case of the sale of the retained goods until the fulfillment of all claims of the supplier, the customer already now assigns the claims against his contractual partners arising from the mentioned transactions. The customer hereby accepts this assignment.
- If the realizable value of the securities existing in favor of the supplier exceed the claims by more than 10 % then, upon request of the customer, the supplier is required at his discretion to release the securities due to him to the corresponding extent.
- The enforcement of the recovery right does not constitute a withdrawal from the contract. The customer shall inform the supplier immediately of any enforcement actions by third parties against the retained goods, providing all written and verbal documentation necessary to preserve the rights of the supplier. The customer undertakes in advance to inform these third parties of the rights existing to the goods.

XI. Guarantee

- Material defect claims expire after 12 months unless the law prescribes longer mandatory statutory periods of limitation.
- The customer shall immediately file a written complaint for material defects with the supplier.
- After a justified complaint due to a defect, the customer may demand a free replacement delivery in an appropriate period of time.
- If GTP Schäfer does not deliver defect-free goods an appropriate period of time or if the subsequent service also fails in the second attempt, then the customer may demand a corresponding price reduction or withdraw from the contract if the legal prerequisites are met. If GTP Schäfer is obligated to compensate damages due to a defect in accordance to legal regulations, this duty for compensation is limited in accordance to below No. XII.

XII. Compensation for damages

- The supplier is only liable if the fault lies with him or with his legal representatives, managing employees, and other sub-contractors and in accordance with the following regulations.
- The supplier is liable without limitations for damages that the supplier or his legal representatives, managing employees, and other sub-contractors caused intentionally or grossly negligently.
- In case of a slightly negligent violation of a duty for which the customer had a reasonable expectation to be met and whose fulfillment makes the proper implementation of the contract possible in the first place (cardinal duty), the liability of the supplier is limited to the damages which are typical for the type of services provided (contract-typical foreseeable damage). Other than this, any liability for damage caused by slight negligence is excluded.
- In the cases of above No. 3, the liability of the supplier is limited in value to the value of the goods. The supplier assumes that this amount is sufficient to cover the contract-typical foreseeable damage in case of damage completely. If the customer feels that this liability limitation for the coverage of contract-typical foreseeable damage is insufficient, he shall notify the supplier, so that the supplier can take out insurance for possible higher liability risks.
- The above regulations do not affect liability for fraudulent intent, personal damage, and liability in accordance to the product liability law.

XIII. General

- The place of fulfillment for delivery and payment is the registered business residence of the GTP Schäfer GmbH.
- The sole jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the place of residence of GTP Schäfer.
- German law is applicable, excluding the UN Convention on the international sale of goods (CISG).

XIV. Other

Should one or more regulations of this agreement be or become invalid, this shall not affect the validity of the remaining regulations. In this case the invalid or void regulation shall be interpreted or replaced in a way as to achieve the intended economic purpose of the regulation.