



*The following conditions are a translation of the German version of our general terms and conditions .  
This translation ensues without any liability for the accuracy of the translation. Legally binding is  
only the German version that is also available on this Website.*

## **I. General, scope of application**

1. These General Terms and Conditions of Business (GTC) apply solely and exclusively to any and all contracts, goods, services, consulting and other peripheral services from us. When making purchases in the online shop, the customer accepts the application of the GTC before completing his order by clicking on the corresponding button. These GTC also apply to any and all future transactions even if we do not make express reference to them, particularly if an order has been placed by telephone. Acceptance of goods we have supplied or processed or of a service we have performed is deemed acceptance of these GTC in every case. Any differing agreements or supplements will be binding solely if we have confirmed them in writing. Any conflicting terms and conditions of purchasing of the customer do not apply even in the absence of an express written objection.
2. These GTC apply solely vis-à-vis entrepreneurs within the meaning of Section 14 Civil Code [*Bürgerliches Gesetzbuch; BGB*]. Goods and services offered in our online shop are also aimed solely and exclusively at entrepreneurs within the meaning of Section 14 BGB. The use of the online shop is not possible until we have activated a customer's account for this purpose. No products are sold to consumers within the meaning of Section 13 BGB.

## **II. Offers, conclusion of the contract, subject of the contract**

1. Our offers are subject to change. Cost estimates and consultations are always non-binding. Oral agreements are not binding on the parties unless confirmed in writing. Documents pertaining to the offer such as illustrations, drawings, details of weight and dimensions, etc. are only approximate unless we have expressly designated them as binding. We retain title to offers and to any and all annexes attached to them. They may not be made accessible to third parties without our express written consent and must be returned to us upon request if no contract is concluded. The customer is liable for any and all loss or harm resulting from the disclosure to third parties for which he is accountable.

The following provisions apply in derogation of the above during use of the online shop. The presentation of goods in the online shop does not constitute our submission of a binding offer. The customer submits a binding offer to conclude a purchase contract for the goods in the shopping basket by clicking on the button "Buy now", concluding the ordering process. The customer begins by placing the selected goods in the shopping basket. The next step is the ordering process, at which time all the data required for order processing are recorded. All the entered information is displayed to the customer and can be viewed and, if necessary, corrected before the order is sent. The buttons "Remove" and "Change number" can be used to make any desired changes. In addition, the customer can change any information that has been entered by clicking on the links to the specific order data fields and using the "Back" function.

A summary of the order and contract data appears at the end of the order process. In addition, the customer must accept these GTC. The customer submits the above-mentioned binding offer to conclude a purchase contract for the goods in the shopping basket solely after confirming these data by clicking on the "Buy now" button. We will send a confirmation in text form (email) of receipt of the order to the customer without delay. This confirmation of receipt merely documents that we have received the order; it does not constitute acceptance of the offer. The contract is concluded solely with our order or shipping confirmation in text form or with the delivery of the goods. We are authorised to accept the offer to conclude a contract inherent in the order within five workdays. Our delivery of the ordered goods within this period is equivalent to an acceptance. After expiry of this period, the customer is no longer bound by his offer. We usually notify the client when we reject an offer.

2. In derogation of Subsection II.1, the contract will be deemed concluded when the customer issues payment instructions whenever payment is made in advance. The condition precedent for the effective conclusion of a contract is always the completion of the order process by the sending of the order. The conclusion of the contract is subject to the reservation that the ordered goods are in stock or available for delivery.
3. If the quantity to be delivered is stated in the order confirmation as "approximate", "kg eff." or a comparable term, or if a deviation in quantity is customary in the trade and reasonable for the customer, a deviation within a tolerance of 10 percent is permissible and is deemed to be contractually agreed. In the event of any such deviation, the customer owes the remuneration for the quantity actually delivered.
4. The subject matter of the contract is solely and exclusively the delivered product featuring the properties and characteristics as defined in the order confirmation or, if the order has been placed in the online shop, the description in the shop. Public statements, promotions or advertising do not represent a contractual statement concerning the properties of the goods. Any other or more extensive properties or features or a specific intended use is deemed agreed solely if and when we expressly confirm them in writing.
5. Commercial confirmation letters are sent electronically. An order confirmation letter in paper form can be provided upon the customer's written request.
6. Declarations, assurances, subsidiary agreements concerning and amendments to a contract are effective solely if and when we have confirmed them in writing. Electronic form is equivalent to written form.
7. The contract is concluded in German for orders within the Federal Republic of Germany and Austria and in English for orders in other countries.
8. Insofar as the customer orders the goods in the online shop, we will store the text of the contract (consisting of the customer's order, GTC and order confirmation) in compliance with data protection regulations and send it to the customer by email.

### **III. Prices**

1. Our prices are shown net ex works or warehouse, excluding cash discounts or other price reductions; packaging, freight, insurance and VAT (insofar as applicable) will be charged additionally. The prices displayed in the online shop are net prices excluding VAT unless otherwise stated. VAT is itemised in the online shop.

2. The customer bears the costs of handover and acceptance of the goods and shipment to any address differing from the place of performance. In the online shop, the possible shipping methods and the packaging, shipping, freight and insurance costs incurred in each case are shown to the customer.

#### **IV. Payment**

1. Payments must be made net to our payment office within ten workdays of issue of the invoice. In the online shop, the customer may use any of the payment methods displayed as available. These methods may vary from one customer to the next. If payment on account is possible for the customer and the customer chooses this option, the first sentence applies *mutatis mutandis*.
2. The customer has the right to offset payments or a right of retention solely insofar as his counterclaims that are due are undisputed or finally adjudicated.
3. The acceptance of cheques and duly taxed bills of exchange is subject to separate agreement, and they will be accepted solely on account of payment. Payment will not be deemed effected until they have been redeemed. This payment method is not available in the online shop.
4. Any agreed cash discount or other price reduction applies at all times solely to the net invoice value (excluding packaging, freight and insurance) and is subject to the condition precedent of full settlement by the customer of any accounts payable that are due on the date of application of the discount.
5. If and when it becomes evident after conclusion of the contract (especially because of the refusal of our commercial credit insurer to issue cover) that our claim to remuneration on the basis of this contract or other contracts with the customer is jeopardised owing to the customer's inability to pay, we are entitled to the rights arising from the plea of uncertainty pursuant to Section 321 BGB. In this case, we are also authorised to designate any and all claims from the current business relationship with the customer that are not yet time-barred as immediately due and payable and to issue an advance invoice in the full amount of the order.
6. If the payment dates are exceeded, we will charge default interest at the statutory rate as well as the lump sum pursuant to Section 288 (5) BGB. The above provision is without prejudice to the assertion of further loss or harm due to default.
7. The invoice will be sent to the customer in text form (email). An invoice in paper form can be provided upon written request from the customer.

#### **V. Delivery period**

1. Delivery periods commence on the date of the order confirmation, but solely on the condition that any and all of the customer's obligations have been met punctually, e.g. the documents and permits to be obtained by the customer have been submitted, letters of credit and guarantees presented and any down payments or, if advance payment has been agreed, payment of the purchase price in full has been effected. In the online shop, delivery periods are displayed with the goods. These periods may vary from one customer to the next.

2. The date of shipment from the factory or warehouse is authoritative for observance of delivery periods. The delivery period will be deemed observed upon notification of readiness for shipping if and when the goods are not shipped punctually owing to reasons for which we are not accountable.
3. Our delivery obligation is subject to correct and timely delivery by our own suppliers unless we are accountable for the incorrect or delayed delivery by our own suppliers. In the event of non-availability of the delivery item, we shall inform the customer without delay and, in the event of withdrawal, reimburse the customer's corresponding counter-performance without delay.
4. Force majeure entitles us to postpone delivery by the duration of the hindrance plus a reasonable lead-in period. The above provision also applies if and when such events occur during a previous delay. Official actions, strikes, lock-outs and other operational disruptions for which we are not accountable and that render delivery difficult or impossible are equivalent to force majeure. We must notify the customer without delay of the occurrence of any such hindrances. Should performance of the contract become unreasonable for either of the parties because of the events described above, said party may rescind the contract.

#### **VI. Shipping/Terms and conditions of delivery**

1. If the customer requests shipment of the goods to a place other than the place of performance, the goods will be shipped by forwarding agent "free kerbside" to the delivery address specified by the customer, i.e. to the public kerbside nearest to the delivery address, unless otherwise stated in the shipping information.
2. Unless otherwise agreed, we ship without packaging. Should the customer request packaging of the goods, we will package them in accordance with our experience and with our usual diligence at the customer's expense. Should the customer have issued special instructions regarding the nature of the packaging or shipping, we are not required to review the feasibility of the instructions.
3. The goods will be insured against damage in transit solely upon the customer's request and at his expense.
4. If we incur additional costs because the shipping address or addressee provided to us is incorrect or because of other circumstances that lead to failure of the delivery, the customer shall reimburse these costs unless the customer is not accountable for the incorrect information or the circumstances. The above provision applies as well in the event that the customer was temporarily prevented from accepting the performance unless we gave him reasonable advance notice of the delivery.
5. If and when we ship the goods to a place other than the place of performance at the customer's request, the risk passes to the customer as soon as we have handed the goods over to the shipping agent, the freight agent or any other person engaged for the shipping. If and when shipment is delayed owing to circumstances for which the customer is accountable, the risk passes to the customer upon notification of readiness for shipment.

#### **VII. Retention of title**

1. We retain title to all delivered goods (reserved goods) until all our claims due from the customer have been paid, particularly including any and all balance claims to which we are entitled within the scope of the business relationship

for a current account (current account reservation) and the claims that are established unilaterally by an insolvency administrator when opting for performance. The above provision also applies to future or conditional claims as well as when payments are effected for specifically marked claims. The current account balance expires finally upon settlement of all claims that are still unpaid on the date of payment and included in said current account balance.

2. Machining or processing of the reserved goods is performed on our behalf as manufacturers within the meaning of Section 950 BGB, but does not establish any obligation for us. The machined and processed goods will be deemed reserved goods within the meaning of Subsection 1. In the event of machining, combination or mixing of the reserved goods by the customer with other goods which do not belong to us, we are entitled to joint title to the new product in the ratio of the invoice value of the reserved goods on the date of delivery to the value of the other goods used on the date of processing. If the reserved goods are combined or mixed with other items and if another product is deemed the principal item within the meaning of Section 947 BGB, it is agreed here and now that a joint title share in the ratio of the invoice value of the reserved goods to the value of the other products used will be assigned to us and that the customer will take joint custody of the product on our behalf free of charge. Our co-ownership rights are deemed reserved goods within the meaning of Subsection 1. In case of doubt, the invoice value of the other goods used will be deemed their value.
3. The customer may sell the goods to which we have title solely in usual commercial transactions subject to his terms and conditions of business, subject to the condition that the claims from the resale are assigned to us in accordance with Subsection 5. The customer is not entitled to any other disposal of the reserved goods.
4. The customer shall notify us without delay of any seizure or any other impairment by third parties. The customer bears any and all costs incurred in annulling the attachment or in returning the reserved goods insofar as these costs are not reimbursed by third parties.
5. The claims from the resale of the reserved goods as well as any and all securities acquired by the customer for the claims are assigned to us here and now. They serve as security in the same scope as the reserved goods themselves. Assignment to third parties is not permitted. If the customer sells the reserved goods together with other goods which do not belong to us, the claim arising from the resale will be assigned to us in the ratio of the invoice value of the reserved goods to the value of the other goods sold. In the event of the sale of goods to which we have a joint title of ownership pursuant to Subsection 2, a share of the claim corresponding to our share of the ownership is assigned to us. If the reserved goods are used by the customer for performance of a contract for work and services, the claim from said contract is assigned to us in the same proportion in advance.
6. The customer is authorised to collect payments from the resale. The customer must keep the collected amounts separately and pay them to us without delay. This collection authorisation will lapse if we withdraw it, but at the latest in the event of late payment, failure to redeem a bill of exchange or filing of a petition for the initiation of bankruptcy proceedings. We shall make use of our right of withdrawal solely if and when it becomes clear after conclusion of the contract that our claim to remuneration on the basis of this or other contracts with the customer is at risk due to the customer's inability to pay. Upon our request, the customer is obligated to advise its own customers of the assignment to us without delay and to provide to us the documents and information required for collection.

7. If the collection authorisation is revoked, the customer's right of resale and of machining and processing of the reserved goods and their combination and mixing with other goods will lapse simultaneously. If the reserved goods are still on the customer's premises, the customer must grant us access to the goods.
8. Should the recoverable value of the securities we hold exceed the nominal value of our claims, including secondary claims, by a total of more than 10 percent, we will upon the customer's request release securities at our discretion.
9. The customer shall store the reserved goods on our behalf. Upon our request, we must be given the opportunity to draw up an inventory and label the reserved goods adequately on the storage site.

#### **VIII. Contract work**

1. If and when contracts for contract work have been concluded, the specifications and performance regulations as set forth in the order we have accepted are authoritative. Changes become effective solely with our express consent issued in text form. Binding commitments regarding the work result can generally not be given for technical reasons.
2. The customer shall ensure that no domestic or foreign industrial property rights of third parties, in particular copyrights, patent rights, trademark rights or utility model rights, are infringed by our performance of the contract work in accordance with his specifications. If a third party asserts against us an infringement of an industrial property right to which it is entitled, the customer shall upon first request indemnify and hold us harmless from and against any and all asserted claims.
3. The customer shall provide to us at his own expense the input material that we will be using for performance of the contracted work. The risk of loss or deterioration of the input material does not pass to us until the material reaches our warehouse. The return transport to the customer or to a recipient named by the customer is also at the customer's expense and risk. We bear the risk solely until handover to the shipping agent.
4. All specifications required for processing shall be provided with the input material sent to us and must be in compliance with the agreed conditions. If we determine a deviation from the agreed conditions, we are entitled to refuse performance of the order until the specifications for performance of the order have been clarified with the customer.
5. We check the input material we receive solely with respect to quantity. A more extensive incoming goods inspection is not performed.
6. We have a right of lien on the input material provided to us as well as on the workpieces we have manufactured using the material. The right of lien serves to secure all claims to which we are entitled from the business relationship with the customer.
7. Since technical machining processes almost invariably result in material losses, customer's specifications regarding the output quantity are binding solely if we expressly confirm them in writing. This confirmation is usually issued in a declaration containing the quantity of accepted input material, the minimum output quantity that must be delivered and, if applicable, a price surcharge agreed for this. The above provision also applies with regard to any changes in the agreed quantities. The customer bears the costs for any and all changes. If this confirmation has not been issued, the

customer cannot assert any warranty claims against us based on process-related material losses and a resulting lower output quantity.

8. If the input material provided by the customer is defective or if the material we have processed is not used by the customer in accordance with its properties, the customer cannot assert any warranty claims or claims for damages against us.
9. All regulations of this Section VIII are without prejudice to the liability provisions of Section X.

#### **IX. Warranty**

1. The customer's rights in the event of a defect are governed by the following provisions in supplement to the pertinent statutory provisions.
2. We must be notified in writing of any defect in the product before expiry of the warranty period in all cases. If and when the customer lodges complaints, he shall without delay give us an opportunity to inspect the goods; upon request, the goods that are the subject of the complaint or a sample of the goods shall be made available to us at his own expense.
3. The following applies to purchase contracts for goods. In the event of a justified and timely notice of defects (Section 377 Commercial Code [*Handelsgesetzbuch; HGB*]), we will, at our discretion, provide subsequent performance by subsequent improvement or subsequent delivery. In all other respects, the legal regulations of Section 437 et seqq. BGB apply *mutatis mutandis*. Claims relating to a defect of a newly manufactured product become time-barred one year from the date of delivery. Claims relating to a defect in a pre-used product are precluded.
4. We warrant the results of contract work in accordance with Section 634 et seqq. BGB. Claims relating to defects become time-barred one year from acceptance.
5. All regulations of this Section IX are without prejudice to the liability provisions of Section X below.

#### **X. Liability**

Unless otherwise regulated in these GTC, we are liable for damages solely in the event of wilful intent and gross negligence as well as culpable breach of essential contractual obligations. In all other respects, liability for simple negligence is precluded. Essential contractual obligations are any and all obligations that must be fulfilled if the contract is to be performed properly at all and that the contract partner can normally expect to be fulfilled. In the event of culpable breach of essential contractual obligations, we are liable — except in cases of wilful intent and of gross negligence— solely for harm or loss that is typical of the contract and foreseeable. The above limitations of liability do not apply to injury to life, body and health. The above provisions are without prejudice to claims based on the Product Liability Act. The above limitations of liability also govern the culpability of our legal representatives or vicarious agents.

#### **XI. Data protection**

1. We provide below information to you about the collection of your personal data during the conclusion of business transactions or contracts. The same policy is observed for the registration of a customer account and contract

conclusions via our online shop. We comply with data protection regulations, in particular the General Data Protection Regulation (GDPR), in dealing with personal data.

2. We collect, store, process and use your personal data to the extent that, and as long as, this is necessary for the steps taken prior to entering a contract and for performance of any contract. More extensive collection, storage, processing and use of personal data take place solely if required or permitted by legal regulations or if you have given your express consent.
3. The collection, processing and use of your company name, contact, address, contact details, bank details and other information (hereinafter "personal data") are required on the basis of point (b) of Art. 6 (1) GDPR for taking the steps prior to conclusion of a contract and for the performance of the contract. Registration of a customer account is required for the conclusion of contracts in our online shop. For this purpose, an email address is collected, stored and processed via the website in addition to the personal data mentioned above.
4. We are authorised — within the scope of what is lawfully permissible — to transfer these personal data to third companies if and to the extent that this is necessary to carry out the steps prior to entering a contract and to fulfil this agreement (such as shipping companies, invoicing) on the basis of point (b) of Art. 6 (1) GDPR or to fulfil a legal obligation pursuant to point (c) of Art. 6 (1) GDPR.
5. Provided the legal requirements have been met, you have the right to request information from us at any time about the personal data concerning you we have stored. You also have the right to request the rectification, blocking, restriction of processing and/or erasure or transfer of your data to a third party, provided that the legal requirements have been met. If you have given us your consent to use your personal data, you may withdraw this consent at any time with effect for the future. Moreover, you have the right to lodge a complaint with a supervisory authority.
6. We will erase your personal data at the latest upon expiry of the statutory retention period (Section 147 Fiscal Code [*Abgabenordnung; AO*], Section 257 HB), i.e. after 10 years, beginning with the end of the year in which the contract was fully performed or terminated.
7. You will find more detailed information about the handling of personal data and the rights to which you are entitled in our privacy policy [nironit.de/datenschutz.html](https://nironit.de/datenschutz.html).
8. For information, rectification, erasure and blocking and to exercise the right of withdrawal or objection, please contact us, the controller: NIRONIT Edelstahl GmbH & Co. KG, Am Oheberg 8, 21224 Rosengarten, email to [datenschutz@nironite.de](mailto:datenschutz@nironite.de).

## **XII. Notice of product recommendations upon conclusion of the contract; right to object at any time**

If you purchase goods from us or use our services, we will, insofar as permitted by legal regulations, send to you information emails and product recommendations for our own goods and services that are similar if you have not objected to this. This also applies to product recommendations via our online shop. The personal data we process for sending the information emails will not be transmitted to third-party companies and will be used solely to send the information emails. The legal grounds for this activity are found in point (f) of Art. 6 (1) GDPR in conjunction with Section 7 (3) Act Prohibiting Unfair Competition [*Gesetz gegen den unlauteren Wettbewerb; UWG*]. You may object to receiving the information emails with our



product recommendations by email at any time and unsubscribe by clicking on the separate link at the end of each information email newsletter. In addition, you have the option to stop or refuse any further receipt of the information emails by sending an email to [datenschutz\(at\)nironite.de](mailto:datenschutz(at)nironite.de). You will not incur any costs other than the transmission costs of your basic rate plan.

### **XIII. Export, value-added tax**

1. The customer must pay to us the statutory value-added tax. The claim of the tax exemption for a delivery within the meaning of the Value-Added Tax Act [*Umsatzsteuergesetz; UStG*] is dependent on fulfilment of the legal requirements. If the requirements cannot be met because of a circumstance for which the customer is accountable, we are authorised to charge VAT at the statutory rate in addition to the agreed purchase price.
2. The customer's obligations vis-à-vis us include the transmission of the documentary evidence required for exports and intra-Community shipments in the case of transport or shipment by the customer (e.g. confirmation of receipt in the case of intra-Community shipments) as well as the notification of the customer's legal VAT identification number that is required in the case of an intra-Community shipment.

### **XIV. Final provisions**

1. The place of performance for shipments is the dispatching factory for shipments ex works and the warehouse for shipments ex warehouse. The place of performance for services to be performed pursuant to this contract other than shipments, particularly payment, is our registered office.
2. If the customer is a merchant, the sole and exclusive place of jurisdiction for any and all disputes arising from the contractual relationship is our registered office. We are also entitled to file suit at the venue of the customer's registered office.
3. The contract shall be exclusively governed by German law to the preclusion of private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is precluded.
4. Should any provision of these GTC be or become invalid, said invalidity is without prejudice to the validity of the other provisions.

NIRONIT  
Edelstahl GmbH & Co. KG  
Last revised : June 2021