

## **GTC | General Terms and Conditions NIRONIT Edelstahl GmbH & Co. KG**

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

1. These General Terms and Conditions of Sale and Delivery apply exclusively to all our contracts, deliveries and services and consultations and other additional services. These Terms and Conditions of Sale and Delivery shall also apply to all future business transactions, even if we do not expressly refer to them - especially in the case of orders placed by telephone. The acceptance of the goods delivered by us or the acceptance of the services rendered by us shall in any case be deemed to be an acknowledgement of these Terms and Conditions of Sale and Delivery. Deviating agreements or supplements are only binding if they are confirmed by us in writing. Any conflicting terms and conditions of purchase of the buyer are not valid, even if they are not expressly contradicted in writing.
2. These General Terms and Conditions of Sale and Delivery shall only apply to companies as defined by § 14 BGB (German Civil Code), legal entities under public law and special funds under public law.

### **II. Offer, conclusion of contract, subject matter of contract**

1. Our offers are subject to change without notice. An order only comes into effect with our written order confirmation. Cost estimates and advice are generally non-binding. Oral agreements must be made in writing to be effective. The documents belonging to the offer, such as illustrations, drawings, weight and dimension specifications etc. are only approximately authoritative, unless they are expressly designated by us as binding. The offers with all attachments remain our property. They may not be made available to third parties without our express written consent and must be returned to us on request if a contract is not concluded. The buyer is liable for all damages resulting from the transfer to third parties for which he is responsible.
2. If the quantity to be delivered is stated in the order confirmation as "circa", "kg eff." or a comparable clause or if a deviation in quantity is customary in the trade and reasonable for the buyer, a deviation within a tolerance of 10% is permissible and is deemed to be contractually agreed. In the event of a corresponding deviation, the buyer shall owe compensation for the quantity actually delivered.
3. The subject matter of the contract is exclusively the delivery item with the properties and features as well as the intended use according to the product description attached to the purchase contract or the written order confirmation. Public statements, recommendations or advertising do not represent a contractual description of the quality of the goods. Other or more extensive properties or features or a purpose of use going beyond this are only agreed if we expressly confirm this in writing.
4. Commercial letters of confirmation are transmitted electronically. An order confirmation letter in paper form can be provided upon written request of the buyer.
5. Declarations, assurances, subsidiary agreements and amendments to a contract are only valid if they have been confirmed by us in writing. The written form according to this contract is equivalent to the electronic form.

### **III. Prices**

1. Our prices are net ex works or warehouse without discount or other reduction and plus packaging, freight, insurance and value added tax.
2. The buyer shall bear the costs of handing over the delivery item, its acceptance and its dispatch to a place other than the place of performance.

### **IV. Payment**

1. Payments are to be made to our payment office within ten working days of the invoice date without deduction. The buyer is only entitled to a right of set-off or a right of retention insofar as his due counterclaims are undisputed or have been legally established.
2. The acceptance of cheques and duly taxed bills of exchange requires a separate agreement and takes place exclusively on account of payment. Only the encashment is considered as payment.
3. Any agreed cash discount or other discount always refers only to the invoice value excluding packaging, freight and insurance and assumes full settlement of all due liabilities of the buyer at the time of the discount.
4. If, after the conclusion of the contract, it becomes apparent, in particular through a refusal to provide cover by our trade credit insurer, that our claim to the consideration from this or other contracts with the buyer is endangered by his lack of ability to pay, we shall be entitled to the rights arising from the plea of uncertainty in accordance with § 321 BGB. We shall then also be entitled to make all non statute-barred claims from the current business relationship with the buyer due and payable and to issue an advance invoice in the amount of the full order value.
5. If the payment dates are exceeded, we shall charge interest on arrears at the statutory rate as well as the lump sum in accordance with § 288 Para. 5 BGB. We reserve the right to assert further damages caused by delay.
6. The invoice is sent to the buyer by electronic means. A paper invoice can be provided upon written request of the buyer.

### **V. Delivery time**

1. Delivery times are valid from the day of the order confirmation, but only under the condition of the timely fulfilment of all obligations of the buyer, e.g. provision of the documents, approvals, letters of credit and guarantees to be procured by the buyer or the payment of down payments.
2. The time of dispatch ex works or ex warehouse is decisive for compliance with delivery times. The delivery time shall be deemed to have been met upon notification of readiness for dispatch, even if the delivery item is not dispatched on time, provided that we are not responsible for this.
3. Events of force majeure entitle us to postpone delivery for the duration of the hindrance and a reasonable start-up time. This also applies if such events occur during an existing delay. Sovereign measures, strikes and lock-outs and other operational disturbances for which we are not responsible and which make the delivery considerably more difficult or impossible are equivalent to force majeure. We must notify the buyer immediately of the occurrence of

such an obstacle. If the above-mentioned event lasts longer than three months or if the execution of the contract becomes unreasonable for one of the parties to the contract due to the above-mentioned events, this party may withdraw from the contract.

## **VI. Shipping**

1. Unless otherwise agreed, we deliver unpacked. If the buyer demands the packaging of the delivery item, we will do so according to our experience and with our own usual care at the buyer's expense. The same applies to dispatch. If the buyer has given special instructions for the type of packaging or dispatch, we are not obliged to check their suitability.
2. The delivery item will only be insured against transport damage at the request and expense of the buyer.
3. If the seller, at the request of the buyer, sends the delivery item to a place other than the place of performance, the risk shall pass to the buyer as soon as the seller has delivered the delivery item to the forwarding agent, carrier or other person designated to carry out the shipment. If dispatch is delayed due to circumstances for which the buyer is responsible, the risk shall pass to the buyer as soon as the seller has notified the buyer that the goods are ready for dispatch.

## **VII. Retention of title**

1. All delivered goods remain our property (reserved goods) until all our claims have been settled by the buyer, in particular the respective balance claims to which we are entitled within the framework of the business relationship with current account (balance reservation) and the claims which are unilaterally established by an insolvency administrator by way of choice of performance. This also applies to future or conditional claims and also if payments are made for specially marked claims. The reservation of balance shall finally expire upon settlement of all claims still open at the time of payment and covered by this reservation of balance.
2. Any processing or treatment of the goods subject to retention of title shall be carried out for us as the manufacturer within the meaning of § 950 BGB (German Civil Code) without any obligation on our part. If the buyer processes, combines or mixes the goods subject to retention of title with other goods not belonging to us, we shall be entitled to co-ownership of the new object in the ratio of the invoice value of the goods subject to retention of title at the time of delivery to the value of the other goods used at the time of processing. If the goods subject to retention of title are combined or mixed with other items and if another item is to be regarded as the main item within the meaning of § 947 BGB, it is hereby agreed that a co-ownership share in the ratio of the invoice value of the goods subject to retention of title to the value of the other items used shall pass to us and that the buyer shall co-keep the item for us free of charge. Our co-ownership rights shall be deemed to be reserved goods within the meaning of paragraph 1. In case of doubt, the value of the other goods used shall be deemed to be their invoice value.
3. The buyer may only sell our property in the normal course of business at his normal business conditions, provided that the claims from the resale are transferred to us according to paragraph 5. The buyer is not entitled to dispose of the reserved goods in any other way.
4. The buyer must inform us immediately of any seizure or other interference by third parties. The buyer shall bear all costs incurred to remove the attachment or to return the reserved goods, unless they are reimbursed by third parties.

5. The claims from the resale of the reserved goods, together with all securities which the buyer acquires for the claims, are already now assigned to us. They serve as security to the same extent as the reserved goods themselves. Assignment to third parties is not permitted. If the reserved goods are sold by the buyer together with other goods not belonging to us, the claim from the resale is assigned to us in the ratio of the invoice value of the reserved goods to the value of the other goods sold. In the case of the sale of goods in which we have co-ownership shares in accordance with paragraph 2, a share corresponding to our co-ownership share is assigned to us. If the reserved goods are used by the buyer to fulfil a contract for work and services, the claim arising from the contract for work and services is assigned to us in advance to the same extent.
6. The buyer is entitled to collect claims from the resale. The customer must keep the collected amounts separately and transfer them to us immediately. This authorisation to collect shall expire in the event of our revocation, but at the latest in the event of default in payment, dishonour of a bill of exchange or an application for the opening of insolvency proceedings. We shall only make use of our right of revocation if, after conclusion of the contract, it becomes apparent that our claim to the consideration from this or other contracts with the buyer is jeopardised by the buyer's lack of ability to pay. At our request, the buyer is obliged to inform his customers immediately of the assignment to us and to provide the documents and information necessary for collection.
7. With the revocation of the collection authorisation, the authorisation of the buyer to resell as well as to process the goods subject to retention of title and to combine and mix them with other goods ends at the same time. Insofar as the reserved goods are still with the buyer, the buyer must provide us with access to the goods.
8. If the realisable value of the securities existing for us exceeds the nominal value of our claims, including ancillary claims, by a total of more than 10%, we must release securities of our choice at the request of the buyer.
9. The buyer must keep the reserved goods in safe custody for us. On request, we must be given the opportunity to take stock of the goods subject to retention of title at the location of the respective storage and to adequately mark them.

## **VIII. Warranty**

1. The rights of the buyer in the event of a defect in the delivery item are based on the following, in addition to the relevant statutory provisions.
2. In any case, we must be notified in writing of a defect in the delivery item before the warranty period expires.
3. In the event of a justified and timely notification of defects, we shall, at our discretion, provide subsequent performance by repair or subsequent delivery. Otherwise, §§ 439 et seq. BGB apply in addition.
4. If the buyer receives defective assembly instructions, we are only obliged to deliver assembly instructions free of defects and this only if the defect in the assembly instructions prevents proper assembly.
5. Claims due to defects in a newly manufactured delivery item shall become statute-barred within one year of delivery. Claims due to the defect of a used delivery item are excluded.
6. The liability provisions of the following Section IX. shall remain unaffected by all provisions of this Section VIII.

## **IX. Liability**

Unless otherwise provided for in these Terms and Conditions of Sale and Delivery, we shall only be liable for damages in the event of intent and gross negligence as well as culpable breach of material contractual obligations. Otherwise, liability for simple negligence is excluded. Essential are all contractual obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely. In the event of culpable breach of material contractual obligations, we shall be liable - except in cases of intent or gross negligence - only for foreseeable damage typical of the contract. The above limitations of liability do not apply in the event of injury to life, body or health. Claims under the Product Liability Act shall remain unaffected. The above limitations of liability also apply in the event of fault on the part of our legal representatives or vicarious agents.

## **X. Data protection**

1. In the following we inform you about the collection of your personal data when concluding business or contracts. With regard to the personal data of our business partners, we comply with the data protection regulations, in particular the Basic Data Protection Regulation (DSGVO).
2. Your personal data will be collected, stored, processed and used by us if and as long as this is necessary for the implementation of pre-contractual measures or the fulfilment of the contract. Any further collection, storage, processing and use of personal data is only carried out if required or permitted by law or if you have given us your express consent.
3. For the implementation of pre-contractual measures and fulfilment of this contract, the collection, processing and use of your company name, contact person, address, contact data and bank account details, among other things, is required on the basis of Art. 6 para. 1 letter b) DSGVO (hereinafter "personal data").
4. We are entitled - within the scope of what is legally permissible - to transfer this personal data to third companies if and insofar as this is necessary for the implementation of pre-contractual measures and for the fulfilment of this agreement (such as mail order companies, invoicing) on the basis of Art. 6 Para. 1 letter b) DSGVO or for the fulfilment of a legal obligation in accordance with Art. 6 Para. 1 letter c) DSGVO.
5. You have the right, subject to the legal requirements, to demand information from us at any time about the stored personal data concerning you. You also have the right, under the legal requirements, to demand the correction, blocking, restriction of processing and/or deletion or transmission of your data to a third party. If you have given us permission to use your personal data, you can revoke this permission at any time with effect for the future. You also have the right to complain to a supervisory authority.
6. your personal data will be deleted by us at the latest at the end of the statutory retention period (§ 147 (3) of the German Fiscal Code), i.e. after 10 years, starting with the conclusion of the contract.
7. Further information on the handling of personal data and the rights you are entitled to can be found in our data protection information [nironit.de/datenschutz.html](http://nironit.de/datenschutz.html).
8. For information, correction, deletion and blocking and to exercise the right of withdrawal or right of objection, please contact us as the responsible body: NIRONIT Edelstahl GmbH & Co

KG, Am Oheberg 8, 21224 Rosengarten, e-mail to [datenschutz\(at\)nironit.de](mailto:datenschutz(at)nironit.de)

#### **XI. Reference to product recommendations at conclusion of contract; right of objection at any time**

If you purchase goods or services from us, we take the liberty, within the framework of legal requirements, of sending you information e-mails and product recommendations for our own similar goods and services, unless you have objected to this. The personal data that we process for sending the information e-mails will not be passed on to third parties. The data will be used exclusively for sending the information e-mails. The legal basis for this is Art 6 para. 1 lit f DSGVO in conjunction with § 7 para. 3 UWG. You can object to receiving the information e-mails with our product recommendations by e-mail at any time and unsubscribe from the newsletter using the separate link directly at the end of each information e-mail. Furthermore, you have the possibility to unsubscribe or revoke the further receipt of the information e-mails by e-mail to [datenschutz\(at\)nironit.de](mailto:datenschutz(at)nironit.de). In doing so, you will not incur any costs other than the transmission costs according to the basic tariffs.

#### **XII. Export, value added tax**

1. The purchaser owes NIRONIT the statutory value added tax. The utilisation of the tax exemption of a delivery within the meaning of the VAT Act is linked to the existence of the legal requirements. If the conditions cannot be fulfilled due to circumstances for which the Purchaser is responsible, NIRONIT is entitled to charge VAT at the statutory rate in addition to the agreed purchase price.
2. The obligations of the purchaser towards NIRONIT include the transmission of the proof of proof required for export deliveries and intra-Community deliveries in the case of transport or dispatch by the purchaser (e.g. confirmation of receipt in the case of intra-Community deliveries) as well as the notification of a proper VAT identification number of the purchaser required in the case of intra-Community deliveries.

#### **XIII. Final provisions**

1. The place of performance for deliveries is the supplying factory in the case of deliveries ex works and the warehouse in the case of deliveries ex warehouse. The place of performance for services other than delivery, in particular payment, to be rendered under this contract is our registered office.
2. If the buyer is a merchant, the place of jurisdiction for all disputes arising from the contractual relationship is our registered office. We are also entitled to sue at the buyer's place of business.
3. The contract shall be governed exclusively by German law. The validity of the UN Sales Convention is excluded.
4. Should any provision of these General Terms and Conditions of Sale and Delivery be or become invalid, this shall not affect the validity of the remaining provisions.

**NIRONIT Edelstahl** GmbH & Co. KG  
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