SIETZY GRUPPE

Handeln für Vorsprung.

Preliminary note

The following general terms and conditions of sale and purchase apply to all companies of the Sietzy Group, i.e. for the Stahl-Becker GmbH, the Allmeson GmbH, the Metallwarenfabrik Hirsch GmbH as well as the Sietzy Gruppe GmbH.

General Conditions of Sale and Delivery

I. Application

1. These General Conditions of Sale and Delivery (Conditions) shall apply to all present and future contracts with commercial buyers, with public legal entities as well as public trusts in regard to deliveries and other services, including contracts for work and services, contracts for the delivery of fungible and non-fungible goods to be manufactured or produced. In the case of drop shipments, the conditions of the price list of the commissioned supplier shall apply additionally. The buyer's purchase conditions shall not be binding even if we do not expressly object to them again after their receipt.
2. Our offers are non-binding to us. Orders of the buyer are only binding for us if they have been confirmed by us in text form. The same applies to changes to orders. However, we are entitled to accept an order by executing the order without prior confirmation. Acceptance can take place within a reasonable period of time after receipt of the order.
3. Oral agreements, promises, assurances and guarantees made by our employees in connection with the conclusion of the contract are non-binding and only become binding upon our confirmation in text form.
4. Any trade terms shall, in cases of doubt, be interpreted according to the Incoterms as amended from time to time.

II. Prices

1 Unless otherwise agreed, the prices and conditions of the price list valid at the time of conclusion of the contract shall apply. The goods shall be invoiced "gross for net".
2. Unless otherwise agreed, the prices are understood ex works or ex warehouse plus freight, value added tax and import charges.
3. If, more than four weeks after conclusion of the contract, the sum of the costs incurred outside our company which are included in the agreed price changes, we shall be entitled to adjust the prices to the corresponding extent in each case on the first day of the calendar month.
4. In the event that the adjusted price exceeds the initial price by more than 10%, the buyer shall have the right to withdraw from the contract with regard to the quantities affected by the price adjustment upon the price adjustment taking effect. The right of rescission can only be exercised within one week of becoming aware of or being able to take note of the price adjustment.

III. Payment and Set-Off

1. Unless otherwise agreed or stated in our invoices, the purchase price is due immediately after delivery without discount and is to be paid in such a way that we can dispose of the amount on the due date. This also applies if the test certificates according to DIN EN 10204 are not part of the delivery or arrive late. Any payment transfer costs shall be borne by the buyer.
2. If, deviating from this, discount deduction has been agreed, this always refers only to the invoice value excluding freight and presupposes the complete settlement of all due obligations of the buyer at the time of discount allocation. Unless otherwise agreed, discount periods shall commence from the invoice date.
3. If, after conclusion of the contract, it becomes apparent that our payment claim is endangered by the buyer's lack of ability to pay, or if the buyer is in default of payment with a considerable 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 statutory rights to refuse performance. We shall then also be entitled to demand payment of all claims not yet due from the current business relationship with the buyer.
4. If the term of payment is exceeded or in case of default, we shall charge interest in the amount of the statutory default interest rate, unless higher interest rates have been agreed. In addition, we shall be entitled to charge a lump sum for default amounting to 40.00 EUR. We reserve the right to claim further damages.
5. The buyer is only entitled to a right of retention and a right of set-off to the extent that his counterclaims are undisputed or have been legally established, they are based on the same contractual relationship with the seller and/or they would entitle the buyer to refuse his performance according to section 320 BGB (German Civil Code).

IV. Delivery Times

1. Our commitment to deliver is subject to our correct, timely and contractual self-delivery and in case of imported material additionally under provision of receipt of monitoring documents and import licenses, unless we are responsible for the incorrect or delayed self-delivery. In particular, we are entitled to withdraw from the contract if we have concluded a proper covering transaction, but are not supplied by our supplier for reasons for which we are not responsible, e.g. if our supplier is insolvent.

2. Any confirmation as to delivery times shall only be approximate. Delivery times shall commence with the date of our order confirmation and are subject to the timely clarification of any details of the order as well as of the fulfilment of any of the buyer's obligations, e.g. to produce official certifications, to provide letters of credit and payment guarantees or to pay agreed instalments.
3. Any agreed delivery time shall be considered to be met if and in so far the goods have left the works or our warehouse at such time or date. If and in so far the goods fail to be despatched at the agreed time for reasons not attributable to us, the agreed delivery time shall be considered to have been met at the day on which the goods are notified to be ready for dispatch.
4. The buyer has to ensure an undisturbed delivery of the goods and shall refer timely to difficult delivery conditions. The buyer shall unload properly and without delay. If we or third parties assist in unloading, no legal obligation is incurred and the risk is entirely with the buyer.
5. Force majeure events entitle us to postpone the deliveries for the period of the hold-up and an appropriate start-up time. This also applies if such events occur during a present default. Force majeure is the equivalent of monetary or trade measures or other acts of sovereignty, strikes, lockouts, breakdowns not caused by us (e.g. Fire, machinery or roller breakdown, shortage of raw materials and lack of energy), obstruction of transport routes, delays in clearing the goods for import and in customs clearance, insolvency of our supplier as well as of all other circumstances, that essentially impede or render the deliveries and performances impossible, without being caused by us. Thereby, it is irrelevant if the circumstances occur with us or with one of our suppliers. If performance becomes unacceptable for one of the parties due to the abovementioned events, the party shall be able to withdraw from the contract by instant declaration in text form.

V. Retention of Title

1. The goods delivered to the buyer shall remain our property until the full purchase price is paid. The buyer shall take all measures required to preserve the retention of title – or of an equivalent security in the country of his branch or in a different country of destination -, and to provide the corresponding evidence upon our request.
2. To the extent permitted by the laws of the country, in which the goods are located, the following additional regulations apply:
a. All goods delivered to the buyer shall remain our property (Reserved Property) until all of the buyer's accounts resulting from the business relationship with him, in particular, any account balances have been settled. This condition shall apply to any future as well as any conditional claims, e.g. from acceptor´s bills of exchange, and such cases where the buyer will affect payments on specifically designated claims. As soon as the buyer has settled his accounts with us in full, he shall obtain title to those goods which were delivered to him before such payment was effected. The current account reservation applies not in in prepayment or delivery vs payment cases.
b. With regard to processing or manufacturing of the Reserved Property, we shall be deemed to be manufacturer within the meaning of section 950 BGB (German Civil Code) without committing us in any way. The processed or manufactured goods shall be regarded as Reserved Property within the meaning of clause 2 a of these Conditions. If the buyer manufactures, combines or mixes the Reserved Property with other goods we shall obtain co-ownership in the new goods in proportion to the invoiced price of the Reserved Property to the invoiced price of the other goods. If, by such combining or mixing, our ownership expires, the buyer herewith transfers to us any rights which the buyer will have in the new stock or goods in proportion to the invoiced price of the Reserved Property, and he will keep them in safe custody free of charge. Our co-ownership rights shall be regarded as Reserved Property within the meaning of clause 2 a of these Conditions.
c. The buyer may resell the reserved property only within the normal course of his business in accordance with his normal business terms and provided he is not in default of payment and provided also that any rights resulting from such resale will be transferred to us in accordance with clause 2 d – e of these Conditions. The buyer shall not be entitled to dispose of the Reserved Property in any other way.
d. The buyer hereby assigns to us any claims resulting from the resale of the Reserved Property. We hereby accept the assignment. Such claims shall serve as our security to the same extent as the Reserved Property itself. If the Reserved Property is resold by the buyer together with other goods not purchased from us, then any receivables resulting from such resale shall be assigned to us in the ratio of the invoiced value of the other goods sold by the buyer. In the case of resale of goods in which we have co-ownership rights pursuant to clause 2 b, the assignment shall be limited to the part which corresponds to our co-ownership rights.
e. The buyer shall be entitled to collect any receivables resulting from the resale of the Reserved Property. This right shall expire if withdrawn by us, at the latest if the buyer defaults in payment, fails to honour a bill of exchange, or files for bankruptcy. We shall exert our right of revocation only if and in so far as it becomes evident after the conclusion of the contract that payment resulting from this contract or from other contracts is jeopardised by the lack of buyer's ability to pay. The buyer shall - upon our request - immediately inform his customers of such assignment and to forward to us any information and documents necessary for collection.
f. The buyer shall immediately inform us of any seizure or any other attachment of the Reserved Property by a third party. He shall bear any costs necessary to suspend such seizure or attachment or to remove the Reserved Property, if and in so far as such costs are not borne by a third party.
g. If the buyer is in default of payment or if he does not honour a bill of exchange when due, we shall be entitled to take back the Reserved Property, to enter the buyer's premises for this purpose if necessary and to sell the Reserved Property in the best possible way,

offsetting against the purchase price. The same shall apply if it becomes apparent after conclusion of the contract that our payment claim from this contract or from other contracts with the buyer is at risk due to the buyer's inability to pay. Taking back the goods does not constitute withdrawal from the contract. The provisions of the German Insolvency Code shall remain unaffected.
h. Should the total invoiced value of our collateral exceed the amount of the secured receivables including additional claims for interest, costs etc. by more than 50 %, we shall - upon the buyer's request - release pro tanto collateral at our discretion.

VI. Grades, Measures and Weights
1. For the weight of the goods, the weight determined by our or our suppliers' scales shall be decisive. The weight shall be evidenced by presentation of the pertinent weight check. To the extent legally permissible, weights can be determined without weighing in accordance with standards. We are entitled to determine the weight without weighing according to standard (theoretically) plus 2 ½ % (commercial weight). Weight deviations of up to 0.5 % do not entitle the buyer to make a complaint.
2. Any indications given in the delivery notes as to the number of pieces, bundles etc. are not binding, if and in so far as the goods are invoiced by weight. Unless individual weighing has been agreed, the total weight of the delivery shall prevail. Any difference with regard to the calculated weight of the single pieces shall be proportionally allocated to them.

VII. Testing and Inspection
1. The delivery of test certificates ("certificates") according to EN 10204 requires a written agreement. We are entitled to hand over copies of such certificates. In the absence of an express agreement, the fee for test certificates shall be based on our price list or the price list of the respective exhibitor (supplier).
2. Where testing and inspection of the goods has been agreed upon or where corresponding material standards provide for such testing and inspection, it can only take place in the supplying plant or in our warehouse immediately after notification of readiness. The buyer shall ensure that we can commission the desired accepting company on his behalf and for his account or for his customer´s. Unless otherwise agreed, this authorisation shall be deemed to have been granted if an accepting company is named in the order.
3. The buyer shall bear his personal inspection costs, whereas the costs of inspection will be invoiced to him in accordance with our price list.
4. Should, through no fault of ours, an inspection of the goods fail or be delayed or be incomplete, we shall be authorised to dispatch the goods without prior inspection or to store them at the buyer's expense and risk and to invoice the goods to him.
5. Any testing and inspection of goods with regard to parameters beyond the standards agreed upon is at the risk and expense of the buyer.

VIII. Dispatch, Passing of Risk, Packaging, Partial Delivery, Callable and Continuous Deliveries
1. We shall be entitled to choose the route and mode of dispatch as well as the forwarding agent and the carrier.
2. The buyer shall immediately request delivery of those goods which have been notified to him as ready for dispatch. Otherwise we are entitled, upon reminder, to ship such goods at the buyer's cost and risk or to store them at our discretion and to invoice them to the buyer.
3. Can, by reasons not attributable to us, the goods not be shipped or will it become significantly difficult to ship the goods via the designated route or to the designated place within the designated time, we reserve the right to ship them via a different route or to a different place. Any additional costs will be borne by the buyer. In such cases we will ask the buyer for his prior comments.
4. The goods will be delivered unpacked and not be protected against rust. Only if agreed upon, the goods will be delivered packed. Besides, any package, protection and/or transport device will be supplied according to our experience and at the buyer's cost. We will take back such devices only at our warehouse. We will not bear any costs for their re-transport or disposal.
5. In the case of call-off orders, the risk shall be transferred to the buyer at the time of the provision of the goods for collection. Otherwise, the risk, including the risk of confiscation of the goods, shall pass to the buyer upon transfer of the goods to a forwarding agent or carrier, at the latest, however, upon leaving the warehouse or the supplying plant, in all transactions, including pre-paid and free deliveries. We shall only provide insurance at the buyer's instruction and expense. Unloading and its costs shall be borne by the buyer.
6. We shall be entitled to make partial deliveries at reasonable quantities. Excess and short deliveries customary in the industry are permissible up to 10 % of the completed quantities.
7. In the case of contracts with continuous delivery, we must be given call-offs and classifications for approximately equal monthly quantities; otherwise we shall be entitled to make the determinations ourselves at our reasonable discretion.
8. If the individual call-offs exceed the total contractual quantity, we shall be entitled, but not obliged, to deliver the additional quantity. We may invoice the additional quantity at the prices valid at the time of the call-off or delivery.
9. Unless otherwise agreed, call-off orders are to be processed within 365 days of conclusion of the contract. After expiry of this period, we shall be entitled to store the goods not called off at the expense and risk of the buyer and to charge him for them.

IX. Warranty Provisions

1. The inner and outer properties of the goods, especially their quality, grade and measures are to be determined by the agreed or short of a deviating agreement by the DIN and DIN EN standards effective at the time of the conclusion of the contract, otherwise by practice and commercial custom. References to standards and other sets of regulations, to test certificates according to EN 10204 and other attestations as well as particulars of qualities, grades, measures and use of the goods are no warranties or guaranties, just as little declarations of conformity and corresponding markings such as CE and GS. In case of provision, we do not assume any liability for the quality of the provided material. We are not obliged to carry out an inspection of the material provided.
2. A liability for the usability of the goods for the purpose intended by the buyer is not assumed, unless the usability desired by the buyer was expressly confirmed contractual purpose. In particular, no liability shall be assumed for the fact that dispositions of the goods and their use are not or will not be hindered in any way by government regulations (e.g. embargo regulations or export licenses). If the buyer provides a sample part, this is merely non-binding illustrative material and does not constitute an agreement to manufacture identical parts in every respect. In particular, we shall not be obliged to use the same material in the event of a subsequent order, unless this is expressly confirmed by us in writing.
3. For the inspection of the goods and the indication of defects the statutory provisions apply, it being understood that the duty to inspect the delivered goods includes the inspection of eventual test certificates according to or correlating to DIN EN 10204 and any defects of the goods and test certificates are notified to us in writing no later than 7 days after delivery. Defects that cannot be discovered immediately after delivery, even with the most careful inspection, must be reported to us in text form immediately after discovery.
4. In case the buyer intends to install the goods into another object or attach the goods to another object, prior to installation resp. attachment, the buyer has the obligation to inspect at least randomly the goods with regard to properties relevant for the application in question and to notify us of defects without delay. In case the buyer, in the event of an installation of the goods into another object or attachment of the goods to another object, fails to inspect the properties of the goods relevant for the designated end use at least at random prior to installation resp. attachment, this represents a particularly grave disregard of the care required in the ordinary course of business (gross negligence) in relation to us. In such a case, the buyer may assert rights in relation to these properties only if the defect had been deliberately concealed or in case of a guarantee for the respective quality of the goods.
5. If and in so far the buyer's claim for defects is justified and has been made in time, we may, upon our discretion, remedy the defect (rectification) or deliver non-defective goods (subsequent delivery). Should we fail or decline the supplementary performance, the buyer may resort to his statutory rights. In cases where the defect is only minor or where the goods have already been resold, processed or transformed, he may only reduce the purchase price.
6. In case the buyer has installed the goods, in accordance with the goods' type and designated use, into another object or attached the goods to another object, he may claim reimbursement of his necessary costs for the dismantling of the defective goods and the installation or attachment of goods free from defects ("dismantling and installation costs") only in accordance with the following provisions:

- Necessary dismantling and installation costs are only those, which directly result from the dismantling resp. removal of the defective goods and the installation resp. attachment of identical goods, have accrued on the basis of competitive market prices and have been proven by the buyer by appropriate documents in text form.

- Additional costs of the buyer for consequential damages such as e.g. loss of profit, down time costs or additional costs for cover purchases are no dismantling and installation costs and therefore not recoverable under section. 439 para. 3 BGB (German Civil Code). The same applies for sorting costs and for supplementary costs resulting from the fact that the sold and delivered goods are at a place other than the agreed place of delivery.

- The buyer is not entitled to request advance payments for dismantling and installations cost or other expenses required for the remedy of the defective delivery.

7. We will reimburse the buyer for his expenditures in connection with the supplementary performance only in so far as such expenditures are reasonable and not disproportionate in relation to the value of the goods. Disproportionate expenditures are given in case the expenditures requested by the buyer, in particular dismantling and installation costs, exceed 150 % of the purchase price of the goods invoiced by us or 200 % of the value of the defective merchandise. If the last contract in the supply chain is a consumer sale, the reimbursement of expenses shall be limited to the appropriate amount. Costs of the buyer related to the self-remedy of defects without the legal requirements being fulfilled, are excluded, the same applies for costs for disassembly of the defective and assembly of replacement goods, in case due to a transformation of the buyer before the assembly, the assembled goods provide substantially different features than the original goods delivered by us. Expenditures accrued by delivery of goods to another place than that of the agreed performance, will not be accepted.

8. If and in so far the goods are subject to contractually agreed testing and inspection by the buyer, such testing and inspection shall bar any claims for such defects which might have been determined by the agreed type of testing and inspection.
9. 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 available for testing purposes upon request, all rights due to the material defect shall lapse.
10. No warranty shall be given to goods sold as declassified material with regard to such defects either specified in the contract or to those normally to be expected. Goods classified as “IIa-Ware” (“secondaries”) are not subject to any warranty, subject to section X no. 2 of these Conditions.
11. Our further liability is subject to Section X of these Conditions. Any of the buyer’s rights of recourse according to section 445a BGB (German Civil Code) are excluded, unless the last contract in the supply chain is a consumer sale. Section 478 BGB (German Civil Code) shall remain unaffected.

X. General Limitation of Liability and Limitation Periods, Import Regulations

1. Our liability for breach of contractual or extra-contractual obligations, in particular for non-performed or deferred deliveries, for breach of duties prior to the contract (“Verschulden bei Vertragsanbahnung”) as well as for tortuous acts - including our responsibility for our managerial staff and any other person employed in performing our obligations - shall be restricted to damages caused by our wrongful intent or by our gross negligence and shall in in case of gross negligence not exceed the foreseeable losses and damages characteristic for the type of contract in question. In all other respects, our liability, also for damages caused by defects and consequential damages, is excluded.
2. The aforesaid restriction shall not apply to such cases where we breach our fundamental contractual obligations and therefore the accomplishment of the purpose of the contract is at risk or where the non-fulfilment of the obligations the contracting party relies on renders the proper completion of the contract impossible. It shall neither pertain to damages to life, to the body or to health caused by our fault nor to any cases where we have guaranteed certain characteristics of the goods. Nor shall such clause affect our statutory liability laid down in the Product Liability Act (Produkthaftungsgesetz) of 15/12/89. Any statutory rules regarding the burden of proof shall remain unaffected by the aforesaid.
3. Unless otherwise agreed, any contractual claims which the buyer is entitled to in connection with the delivery of the goods, shall fall under the statute of limitations within a period of one year after the goods have been delivered to the buyer. This restriction shall not apply to our liability and to the limitation of claims in connection with the delivery of goods which have been used for a building in accordance with their customary manner of use and which have caused its defectiveness and claims resulting from breaches of contract caused by our wrongful intent or by our gross negligence; neither to damages to life, to the body and to health caused by our fault, in cases of mandatory liability under the Product Liability Act, and to the limitation of statutory recourse claims. In these cases, the statutory limitation periods shall apply.
4. If the goods are imported into third countries outside the EU, the buyer is responsible for compliance with the official safety regulations and statutory provisions on product liability that go beyond the corresponding European regulations and provisions. If claims are asserted against us for breach of these safety regulations or statutory provisions, the buyer shall be obliged to indemnify us against these claims at our first request.
5. Within the scope of his obligation pursuant to clause 4, the buyer is obliged to reimburse us for any costs and expenses incurred by us as a result of or in connection with the defence against the aforementioned claims, including, but not limited to, the reimbursement of lawyer's and court costs.

XI. Place of Performance, Jurisdiction and Applicable Law

1. The place of performance for deliveries shall be the plant or the place where the goods are located at the time of the purchase contract. Place of performance for payments is our registered office. Exclusive - also international - place of jurisdiction is our registered office. However, we are also entitled to sue the buyer at any other general or special place of jurisdiction.
2. For all legal relationships between us and the buyer, the law of the Federal Republic of Germany shall apply in addition to these Conditions, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

XII. Applicable Version

In cases of doubt, the German version of these General Conditions of Sale and Delivery shall apply.

General Conditions of Purchase

I. Application

1. These Purchase Conditions (Conditions) shall apply to all our present and future orders for merchandise, service and commission processing and to the performance of such orders towards businesses within the meaning of § 14 Art. 1 BGB (German Civil Code). Seller's conditions diverging from these Conditions will not be acknowledged unless otherwise stipulated within these Conditions or otherwise agreed in the contract with the seller. Should we accept the merchandise not expressly objecting these Conditions, the seller may in no case assume our consent with his conditions.
2. Any oral agreements made by our employees shall become binding on us only if and in so as far we confirm them in text form.
3. Any offer made by seller will be free of charge and not binding to us.
4. Any trade terms shall, in cases of doubt, be interpreted according to the Incoterms as amended from time to time

II. Prices

1. The contract price shall be regarded as a fixed price.
2. In case of “free house” deliveries, deliveries “free place of destination” and other “free”-deliveries, the price shall include the costs for freight and packaging. In case of “unfree” delivery, we shall determine the type of shipment.
3. Additionally, the Incoterms shall be applicable as amended from time to time.

III. Payment

1. Unless otherwise agreed the following terms of payment shall apply: Payment shall be made either within 14 days with 3 p.c. discount or within 30 days without discount. Should the seller’s conditions for payment be more favourable, they shall prevail.
2. Payment and discount periods shall begin with the receipt of the invoice but not before the receipt of the merchandise. In case of services, such periods shall begin only after the transaction has been approved by us. If the delivery includes documentation (e.g. test certificates) or similar written material, such periods shall begin only after receipt of the same as agreed upon in the contract.
3. Payment is considered to be in time if the payment is executed on the due date or the bank or the payment service provider is commissioned with the payment on the due date.
4. We will be liable for interest only if and so far as we are in arrears for payments, not at their mere maturity date. The interest rate will then be 5 %points above the Basic Interest Rate. We are, in any case, entitled to establish a lower rate than claimed by the seller.
5. We shall be entitled to all statutory rights as to the set-off and retention of our claims against the seller’s. In particular, we are entitled to withhold the purchase price if and as long as agreed test certificates according to EN 10204 are not delivered to us.

IV. Delivery Times / Late Delivery

1. All contractual terms and dates of delivery shall be binding to the seller. The seller shall immediately inform us in text form in case of imminent delays and submit to us adequate proposals to remedy the consequences of such delays.
2. Unless otherwise agreed in text form, any contractual terms and dates of delivery shall be considered to be met only if and in so far as the merchandise has been handed over to us at such dates.
3. If the seller is in default of delivery, we are entitled to charge liquidated damages in the amount of 0.2% of the order value per day, but no more than 5% of the order value, unless the supplier proves that we suffered less damage in individual cases. The assertion of further damages for default on the basis of the statutory provisions remains unaffected. In particular, we shall have the right to claim damages for non-performance if and in so far as the seller fails to effect delivery after a reasonable grace period set to him has elapsed. Our right to request delivery shall be excluded only if the seller has compensated us for our damages.
4. The seller may claim relief for his default by reason of lack of any documents to be submitted by us only in such cases where we have, upon the seller’s reminder in text form, failed to deliver such documents to him.

V. Retention of Title

1. The seller's terms covering his retention of title shall be valid subject to the condition that title in the merchandise shall pass to us on the date of payment for such goods. Consequently, the extended forms of the so-called current account retention (Kontokorrentvorbehalt) shall not apply.
2. The seller may claim return of the merchandise on the basis of the retention clause only if he has previously withdrawn from the contract.

VI. Performance of Deliveries and Passing of Risks

1. The seller shall bear the risks of accidental loss and accidental deterioration of the merchandise until it has been handed over to us at its place of delivery. This provision shall also apply in cases of “free delivery” (franco domicile). Additionally, the Incoterms shall be applicable as amended from time to time.

2. We will not accept partial deliveries unless we have given our prior express consent to them.
3. Excess or short deliveries will be accepted only in accordance with current trade practise.
4. Unless otherwise agreed in text form, the seller shall bear the costs of packing. Should we, in a given case, agree to bear such costs, the seller will charge us with the lowest possible costs only. Any obligations to take back packaging material shall be governed by the German Packaging Act of 5th July 2017 with the proviso that taking back always takes place at our registered office, unless otherwise agreed. In any case, the costs for the return transport and disposal of the packaging shall be borne by the seller.

VII. Declarations of Origin
1. The seller will, upon our demand, provide us with a supplier's declaration regarding the preferential origin of the goods.
2. Where the seller makes a declaration in regard to the preferential or non-preferential origin of the sold goods, the following terms shall apply:
a) The seller will allow verification through customs authorities and submit all necessary information as well as any required certification.
b) The seller shall compensate us for any damages and losses incurred to us, if and in so far as the competent authorities, due to any deficient certification or impossibility to verify, fail to acknowledge the declared origin, unless he proves that he is not responsible for such consequences.

VIII. Warranty Provisions and Statute of Limitations
1. The seller shall deliver the merchandise free of any material and legal defects. He will certify in particular that his deliveries and his services comply with the state of the art and with any contractual requirements and standards.
2. We will examine the quality and quantity of the merchandise upon its receipt to the extent both reasonable and technically feasible for us. A reasonable examination shall, in the absence of any contrary indication, not include possible defects which are not apparent to the eye, but detectable only in case of examinations of the inner properties of the merchandise. Any notice of a defect will be deemed to be in time if it reaches the seller within ten days by letter, telefax, e-mail or by telephone. Periods for such notices shall not start before we – or in case of direct sales ("Streckengeschäfte") our buyers – have detected or should have detected the defect.
3. In the event that the merchandise shows a defect, we may exercise our statutory rights. If the seller tries to repair the merchandise, such remedy is considered to have failed after the first unsuccessful attempt. We shall have the right to withdraw from the contract also in such cases where a breach of contract is not considered to be material.
4. Where the merchandise was already defective at the time the risk passed to us, we may claim from the seller also those expenditures in connection with such defect which we must pay to our customer.
5. Any claims arising from defects of the merchandise will be governed by the statutory limitation periods. Such periods will begin with the timely notification of the defect in accordance with the provisions of No. 2 of this clause. The seller's warranty for the merchandise will elapse at the latest ten years after its delivery. Such time limit will not apply in those cases where our claims rely on facts which the seller knew or should have known and which he did not reveal to us.
6. The seller hereby assigns to us - on account of performance – the benefit of any claims against his supplier arising from the delivery of deficient merchandise or of such merchandise not conforming with the guaranteed characteristics. He will supply us with any documents necessary to enforce such claims.

IX. Place of Performance, Jurisdiction, Applicable Law
1. Unless otherwise agreed to, our place of business shall be the place of performance for the delivery.
2. Our place of business shall be the place of jurisdiction. We may, however, sue the seller at his place of jurisdiction.
3. All legal relationships between ourselves and the seller shall be governed by the laws of the Federal Republic of Germany supplementing these Purchase Conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

X. Applicable Version
In cases of doubt, the German version of these General Conditions of Purchase shall apply.

Heusenstamm, 2020-03-11

General Management
Allmeson GmbH, Metallwarenfabrik Hirsch GmbH, Stahl-Becker GmbH and Sietzy Gruppe GmbH