

General Terms and Conditions of Sale and Delivery of Piranha Steel GmbH (01/2024)

Section 1 Scope of Application, Form

(1) Solely our General Terms and Conditions of Sale and Delivery (AVB) as well as the applicable statutory provisions apply to our deliveries and services. Any deviating, conflicting or supplementary terms and conditions of the buyer are not recognized unless in each individual case we have expressly agreed to them in writing. In particular, the delivery of goods, the provision of other services or the receipt of payments do not constitute an acknowledgement.

(2) Legally relevant declarations and notifications of the buyer regarding the contract (e.g. setting deadlines, notice of defects, withdrawal or reduction) are to be in writing, i.e. in written or textual form (e.g. letter, email, fax). Statutory formal requirements and further proofs, especially in cases of doubt about the legitimacy of the declarant remain unaffected.

Section 2 Conclusion of Contract

Our offers are non-committal and non-binding. The buyer makes a binding contract offer with his order of goods. The acceptance is made by our written order confirmation or the delivery of goods to the buyer.

Section 3 Delivery, Unavailability of Services

(1) The delivery is ex works, which is also the place of performance for the delivery and any subsequent performances. At the request and expense of the buyer, the goods will be shipped to another destination (consignment purchase). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging).

(2) Unless expressly agreed otherwise, the goods are delivered unpacked and not protected against rust. An agreed packing takes place against extra charge customary in trade and in quantity customary in trade.

3) If we cannot meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we may withdraw from the contract. We shall inform the buyer about the unavailability of the service without delay and reimburse him immediately for his consideration.

Section 4 prices

(1) Unless otherwise agreed in individual cases, the prices are ex works, unpacked plus statutory value added tax. When buying a consignment (Section 3 Subsection 1), the buyer bears the transport costs ex warehouse and the costs of any transport insurance desired by him. Any duties, fees, taxes and other public charges shall be borne by the buyer.

The purchase price is due within the agreed terms of payment which are stated on the order confirmation. All offered terms of credit are subject to obtaining a positive credit limit. And counts as of invoicing and delivery of goods.

Section 5 Reservation of Property Rights

(1) Delivered goods (goods subject to retention of title) remain our property until full payment of all our current and future claims arising from the business relationship with the buyer (including all balance claims from current account).

(2) The buyer must treat the goods subject to retention of title with care. He must insure them adequately against fire, water and theft at his own expense. In so far maintenance and inspection works become necessary, the buyer must carry it out at his own expense in good time.

(3) The buyer may use the goods subject to retention of title and resell them in the ordinary course of business, as long as he is not in default of payment. However, he may not pledge the goods subject to retention or transfer them as a precautionary measure. The buyer's claims for payment against his customers from a resale of the goods subject to retention as well as those claims of the buyer with respect to the goods subject to retention which arise for another legal reason against his customers or third parties (e.g. claims for tort and claims for insurance benefits) including all balance changes in current account, for the sake of security, the buyer assigns to us in full already. We accept this assignment.

The buyer may collect these claims assigned to us on his behalf in our own name, as long as we do not revoke this authorization. Our right to collect these claims ourselves is not affected by this; however, we will not assert the claims ourselves and will not revoke the direct debit authorization as long as the buyer duly fulfills his payment obligations.

However, if the buyer is in breach of contract - especially if he is in defaulted on the payment of a claim for payment - we can require from the buyer to notify us and the respective debtors of the assigned claims and the assignment to the respective debtors as well as provide us with all documentation and any information we need to make the claims.

(4) A processing or conversion of the goods subject to retention by the buyer is always made for us, i.e. we are considered as the manufacturer. If the goods subject to retention are processed with other items that we do not own, we acquire co-ownership of the new item in proportion of the value of the goods subject to retention (final invoice amount including value added tax) to the other processed items at the time of processing. Furthermore, the same applies to the new object created by processing as to the goods subject to retention.

If the goods subject to retention are inseparably connected or mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the goods subject to retention (final invoice amount including value added tax) to the other connected or mixed items at the time of connection or use. If the goods subject to retention are combined or mixed in such a way that the buyer's item is to be regarded as the main item, the buyer and we are now already in agreement that the buyer transfers to us pro rata co-ownership of this item. We hereby accept this transfer. The resulting sole ownership or co-ownership of an item, the buyer will detain for us.

(5) In case of seizure of the goods subject to retention by third parties or other interventions by third parties, the buyer must point out our ownership and must notify us immediately in writing so that we can enforce our property rights. If the third party is unable to reimburse us for judicial or extra-judicial costs incurred in connection here with, the buyer is liable for this.

(6) In case of breach of contract by the buyer, in particular in case of non-payment of the due purchase price, we are entitled to rescind the contract in accordance with the statutory provisions. If we take back or seize the goods subject to retention, this already represents a withdrawal from the contract. We may utilize the goods subject to retention taken back by us; the proceeds will be offset against the amounts due to us by the buyer after we have deducted an appropriate amount for the costs of recovery. The costs of the return (for example, removal and transport costs) shall be borne by the buyer.

(7) If the realizable value of the securities exceeds our claims by more than 10%, we shall, at the request of the buyer, release securities of our choice.

Section 7 Deficiency Claims of the Buyer

(1) Owed quality arises from the product specifications agreed with the buyer. We assume no liability for public statements of the manufacturer or other third parties (for example, advertising statements).

(2) If the delivered item is defective, we can first choose whether we provide supplementary performance by eliminating the defect (rectification) or by delivery of a defect-free item (replacement). Our right to refuse supplementary performance under statutory conditions remains unaffected. The supplementary performance does not include the removal of the defective item or the re-installation if we originally were not obliged to install it.

(3) We are entitled to make the subsequent performance owed dependent on the buyer paying the due purchase price. However, the buyer is entitled to retain a portion of the purchase price which is reasonable in relation to the defect.

(4) The expenses required for supplementary performance, in particular transport, travel, labor and material costs shall be borne by us in accordance with the statutory provisions if a defect actually exists. Exceptions to this are any costs for removal and installation, which the buyer himself covers. The costs incurred for unjustified rectification of defects (in particular inspection and transport costs) must be reimbursed to us by the buyer, unless the lack of defectiveness was not evident to him.

(5) Claims of the buyer for damages or compensation for futile expenses exist even in the case of defects only in accordance with Section 8 and are otherwise excluded.

Section 8 Other Liability

(1) Insofar as these General Terms and Conditions of Sale and Delivery (AVB), including the following provisions, do not stipulate otherwise, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with statutory provisions.

(2) We shall be liable for damages - irrespective of the legal grounds - in the context of encumbrance liability in cases of intent and gross negligence. In case of ordinary negligence, we are liable subject to a milder liability according to legal regulations (e.g. for care in our own affairs) only

a) for damages resulting from injury to life, limb or health,

b) for damages arising from not negligible breach of essential contractual obligation, i.e. an obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance of which the contractual partner regularly trusts and can rely on; however, in this case, our liability is limited to compensation for foreseeable, typically occurring damage.

(3) The liability limitations resulting from subsection 2 also apply to breaches of duty by or for the benefit of persons, whose fault we are responsible for under statutory provisions. They do not apply if we fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for claims of the buyer under the Product Liability Act. Due to a breach of duty that does not exist in a defect, the buyer can only resign or terminate if we are responsible for the breach of duty. A free right of termination of the buyer (in particular according to Sections 651, 649 German Civil Code) is excluded. Incidentally, the legal requirements and legal consequences apply.

Section 9 Limitation

(1) Notwithstanding section 438 subsection 1 no. 3 German Civil Code, the general period of limitation for claims arising from material and legal defects is one year as of the date of delivery. Insofar an acceptance has been agreed upon, the period of limitation begins with the acceptance.

(2) If the goods are a construction or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the period of limitation is 5 years from the date of delivery (Section 438 subsection 1 no. 2 German Civil Code). Any further statutory special regulations regarding the statute of limitations remain unaffected (in particular, Section 438 subsection 1 no. 1, subsection 3, Sections 444, 445 b German Civil Code).

(3) The above-mentioned period of limitation of the purchase right also apply to contractual and non-contractual claims for damages of the buyer, based on a defect of the goods, unless the application of the regular statutory limitation (Sections 195, 199 German Civil Code) would lead to shorter limitation in individual cases. However, claims for buyer's damages according to Section 8 subsection 2 sentence 1 and sentence 2 (a) as well as according to the Product Liability Act are subject to limitation only pursuant to the statutory limitation periods.

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Section 10 Choice of Law and Place of Jurisdiction

- (1) The laws of the Federal Republic of Germany shall apply to these General Terms and Conditions of Sale and Delivery (AVB) and all contractual relationships between us and the buyer to the exclusion of international uniform law, in particular the UN Sales Law.

- (2) Exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Monheim. However, in all cases, we are also entitled to file a claim at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Sale and Delivery (AVB) or an individual priority agreement or at the general place of jurisdiction of the buyer. Primary legal regulations, especially exclusive jurisdictions, remain unaffected.