



General Terms and Conditions

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1. Scope

- (1) Our General Terms and Conditions apply exclusively; we do not recognize any terms and conditions of the purchaser that conflict with or deviate from our General Terms and Conditions unless we have expressly agreed in writing to their validity. Our General Terms and Conditions shall also apply if we perform the services without reservation in the knowledge of terms and conditions of the purchaser that conflict with or deviate from our General Terms and Conditions.
- (2) Our General Terms and Conditions apply only to entrepreneurs within the meaning of § 310 para. 1 BGB.

2. Offer, conclusion of contract

- (1) Our offers are non-binding and without obligation until the conclusion of the contract.
- (2) The purchaser's order is a binding offer to conclude a contract. We are entitled to accept the contractual offer contained in the order within two weeks after receipt by us. Acceptance is declared by sending a written order confirmation or by actually carrying out the order.

3. Obligations of the purchaser regarding the delivery item

- (1) The purchaser undertakes to deliver the parts to be coated in a condition suitable for coating.
- (2) The purchaser undertakes to fully inform us about the material composition, the specification and all requirements that are necessary for coating the material provided.

4. Prices, terms of payment

- (1) Unless otherwise stated in the order confirmation, our prices apply "ex works", excluding packaging.
- (2) The statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate applicable on the day the invoice is issued.
- (3) Unless otherwise stated in the order confirmation, our invoices are payable net (without deduction) within fourteen days from the invoice date. The statutory rules regarding the consequences of default in payment apply.
- (4) The purchaser shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us. Furthermore, he is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.



5. Delivery time

- (1) The commencement of the delivery period specified by us presupposes that all technical questions have been clarified.
- (2) Compliance with our delivery obligations further presupposes the timely and proper fulfillment of the purchaser's obligations. The defense of non-performance of the contract remains reserved.
- (3) Specific performance periods and dates shall only apply if they have been expressly and in writing agreed with the purchaser.
- (4) The delivery period begins on the day of our order confirmation, but not before the day on which the parts to be coated arrive at our works.
- (5) If we are prevented from making timely delivery by force majeure, industrial disputes, civil unrest, official measures, failure of supplies from upstream suppliers, operational disruptions at our company or our upstream suppliers for which we are not responsible, which are demonstrably of significant influence and/or other unforeseeable, unavoidable and serious events, the delivery time shall be extended in a reasonable manner. If delivery becomes impossible as a result, our delivery obligation shall lapse and any claims for damages shall be excluded. If the purchaser proves that subsequent performance has become of no interest to him as a result of the delay, he may withdraw from the contract, excluding further claims. If the impediment lasts longer than three months, each party shall be entitled to withdraw from the contract with respect to the part not yet performed.
- (6) If we are in default, the purchaser is entitled to set a reasonable grace period in writing and, after its fruitless expiry, to withdraw from the contract. A grace period is not required if we seriously and finally refuse performance or if the underlying contract is a fixed-date transaction within the meaning of § 323 para. 2 no. 2 BGB or § 376 HGB or if there are special circumstances which, taking into account the interests of both parties, justify immediate withdrawal.

6. Transfer of risk, shipping, packaging

- (1) Unless otherwise stated in the order confirmation, delivery is agreed to be "ex works".
- (2) The risk shall pass to the purchaser upon dispatch of the delivery items from our works, even if we organize the transport and/or assume or have advanced the transport costs for the purchaser. If shipment is delayed for reasons for which the purchaser is responsible, the risk shall pass to him on the day the goods are made available.
- (3) If we process parts of the purchaser, the purchaser shall deliver the parts free of charge at his own risk and shall also collect them at his own risk and own expense. If the parts to be processed are collected by us at the request of the purchaser, the purchaser shall bear the transport risk.



- (4) The purchaser shall ensure proper transport and proper packaging for transport.
- (5) The purchaser shall inform us in writing if he wishes a special type of transport and/or special transport packaging as well as coverage by transport insurance for the return shipment of the coated workpieces; the costs incurred in this respect shall be borne by the purchaser.

7. Liability for defects

- (1) Claims for defects by the purchaser presuppose that he has duly complied with his inspection and notification obligations owed under § 377 HGB. If the contractual relationship between us and the purchaser is a contract for work and services, § 377 HGB shall apply accordingly.
- (2) If we are to perform according to drawings, specifications, samples, requirements, etc. of the purchaser, he shall bear the risk of suitability for the intended purpose of use. With regard to the processing to be carried out, the purchaser shall also bear responsibility for the correctness and completeness of the required information in accordance with clause 3.
- (3) If the processing does not lead to success for reasons for which we are not responsible, for example because the purchaser has provided incorrect information as required in clause 3., we were not aware of and/or did not have to be aware of hidden defects in the workpiece prior to processing, or because properties of the material used, the design, the surface condition or the condition of the delivered workpieces made successful processing impossible, but we did not know and/or could not know this, the agreed remuneration shall nevertheless become payable. Necessary reworking shall be charged separately under the aforementioned conditions.
- (4) The limitation period for claims for defects is twelve months, calculated from the transfer of risk. The limitation periods pursuant to § 438 para. 1 no. 2, § 478 para. 4, § 479 BGB and § 4634 a para. 1 no. 2 BGB remain unaffected.
- (5) If acceptance has been agreed with the purchaser, the notification of defects shall be excluded for defects that the purchaser could have detected with careful acceptance.
- (6) We must be given the opportunity to inspect the reported defect on site. If unauthorized changes or improper repair work are carried out by the purchaser or by third parties, there shall be no claims for defects for these and the resulting consequences.
- (7) If a defect for which we are responsible exists, the purchaser shall be entitled, at his discretion, to subsequent performance in the form of remedying the defect or delivery of a new item free of defects. If subsequent performance fails within a reasonable period or we refuse it, the purchaser shall be entitled, at his discretion, to demand withdrawal or reduction.



- (8) We shall be liable in accordance with the statutory provisions if the purchaser asserts claims for damages based on intent or gross negligence, including intent and/or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damage. The purchaser is obliged to inform us in writing before conclusion of the contract of special risks, atypical possibilities of damage and unusual amounts of damage.
- (9) We shall be liable in accordance with the statutory provisions if we culpably breach a material contractual obligation; in this case too, however, liability for damages shall be limited to the foreseeable, typically occurring damage.
- (10) Insofar as the purchaser is entitled to a claim for compensation of damages instead of performance, our liability shall also be limited to compensation for the foreseeable, typically occurring damage.
- (11) Liability for culpable injury to life, body or health remains unaffected; this also applies to compulsory liability under the Product Liability Act.

8. Overall liability

- (1) Any further liability for damages beyond that provided for in clause 7 is excluded – irrespective of the legal nature of the asserted claim. This applies in particular to claims for damages arising from fault at the time of conclusion of the contract, from other breaches of duty or from tortious claims for compensation for property damage pursuant to § 823 BGB, as well as for consequential damages, loss of economic success, indirect damages and damages arising from claims of third parties.
- (2) The limitation according to (1) shall also apply insofar as the purchaser instead of a claim for compensation of damages, demands reimbursement of futile expenses instead of performance.
- (3) Insofar as liability for damages is excluded or limited with regard to us, this shall also apply with regard to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.



9. Retention of title

- (1) We retain title to the delivered goods until receipt of all payments arising from the business relationship with the purchaser.
- (2) The purchaser is entitled to resell the delivered goods in the ordinary course of business. However, he hereby already assigns to us all claims in the amount of the invoice value of our claim which arise to him from the resale against his customers or third parties, irrespective of whether the delivered goods are resold without or after processing. The purchaser remains authorized to collect these claims even after the assignment. Our authority to collect the claims ourselves remains unaffected. However, we undertake not to pursue the claim as long as the purchaser meets his payment obligations from the collected proceeds, does not fall into arrears with payment and, in particular, no application for the opening of insolvency proceedings has been filed and no suspension of payment exists. If this is the case, however, we may demand that the purchaser disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment.
- (3) Processing or transformation of the delivered goods by the purchaser shall always be carried out on our behalf. If the delivered goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the proportion of the value of the delivered goods to the other processed items at the time of processing. The same shall otherwise apply to the item created by processing as to the goods delivered under retention of title.
- (4) If the delivered goods are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the proportion of the value of the delivered goods to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the purchaser's item is to be regarded as the main item, it shall be deemed agreed that the purchaser transfers co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safekeeping for us.
- (5) The purchaser also assigns to us the claim against a third party arising from the connection of the delivered goods with a property for the purpose of securing our claims against him.
- (6) We undertake to release the securities to which we are entitled at the request of the purchaser to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; we shall be responsible for selecting the securities to be released.
- (7) The client is obliged to insure the goods that are our collateral property adequately against fire, theft and vandalism and, upon request, to assign to us the claims against the insurer and the party causing the damage.



10. Acquisition of ownership by processing or transformation of items made available to us

- (1) If the purchaser hands over an item to us for processing or transformation and the value of our processing is considerably lower than the value of the item, it is already agreed that the purchaser transfers to us co-ownership on a pro rata basis in the proportion of the value of our processing to the value of the item made available at the time of processing.
- (2) If the item is mixed or combined during processing or transformation with items/materials belonging to us in such a way that they become essential components of a uniform item, we shall acquire co-ownership in the proportion of the value of our items/materials to the value of the item made available by the purchaser at the time of connection or mixing.
- (3) If the connection or mixing is carried out in such a way that the purchaser's item is to be regarded as the main item, it is already agreed that the purchaser transfers to us co-ownership on a pro rata basis in the proportion of the value of our processing to the value of the item made available at the time of connection or mixing.
- (4) For items of the purchaser in which we have acquired co-ownership under the above conditions, clauses 9.1 to 9.6 shall apply accordingly.

11. Place of jurisdiction, place of performance

- (1) If the purchaser is a merchant, the place of jurisdiction shall be the location of our registered office; however, we shall also be entitled to sue the purchaser at his place of business.
- (2) The law of the Federal Republic of Germany shall apply; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (3) Unless otherwise stated in the order confirmation, the place of performance shall be our registered office.
- (4) Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the validity of all other provisions or agreements.