

General Terms and Conditions of the firm ANKA-Draht Andreas Insinger GmbH & Co. KG

§1 General

The following terms of sale and delivery shall apply to all legal transactions of the firm ANKA-Draht Andreas Insinger GmbH & Co. KG with its customers.

Other terms of sale and delivery shall be binding to us if they have been accepted in writing.

§2 Date of Delivery

Orders shall only be considered as accepted if they have been confirmed in writing or if the delivery is effected.

Delivery deadlines shall only be binding if stipulated in writing. The delivery deadline shall be considered as observed if the readiness of the shipment has been announced or the shipment has been dispatched by the expiration of the deadline. The delivery deadline shall be extended in the event of measures involving labour disputes, especially strikes and lock-outs, as well as in the event of unforeseen obstacles that are beyond our control, such as business disruptions and delays in the supply of important materials, insofar as such obstacles are proven to have a significant influence on the delivery of the delivery item. This shall also apply if these circumstances occur to a sub-supplier. The delivery deadline shall be extended in accordance with the length of said measures and obstacles.

The circumstances cited above are also not our responsibility if they occur during an already existing delay. We shall report the beginning and end of any such obstacles to the customer in important cases as soon as possible.

Partial deliveries shall be permissible.

We reserve the right to excess or short deliveries within the framework of plus or minus 10% of the total delivery or filling weight of individual delivery spools.

§3 Cancellation Charges

If the customer should unjustly withdraw from a placed order, the firm ANKA-Draht Andreas Insinger GmbH & Co. KG, without prejudice to the possibility of asserting a higher actual claim, can demand 20% of the sales price for costs arising from processing the order and for lost profits. The customer shall have the right to prove a lesser claim for damage.

§4 Pricing

When orders are processed, no non-ferrous metals are included in the prices. The copper must be made available to us by the time an order is placed at the latest in the form of cast wire rod or cathodes. If, on the day of delivery, no copper is available, we will deliver on the terms of a full price sale.

For full price sales, in addition to processing charges, the value of the copper on the day of the order (SK-Kupfer Basis UB) plus procurement costs shall be charged separately.

Prices do not include legal value-added tax if applicable.

Our offers are subject to change.

§5 Terms of Payment

The invoice amount is payable immediately and strictly net unless otherwise stipulated in individual, separate payment agreements. Subject to a further claim, if the payment deadline is exceeded, interest in the amount of eight (8) percentage points above the base rate shall be levied if the contractual partner is not an (end) consumer.

§6 Spools

Spools, stands and baskets are our property. They are provided on loan and must be returned immediately upon emptying, but within four months at the latest in perfect condition to the factory in Neunburg vorm Wald at the expense of the customer.

If necessary, in the case of export business, customs duties must be paid on returned empties.

In the case of late return or return in damaged condition, we reserve the right to charge the customer for any costs incurred to us and/or rental charges.

§7 Warranty

The purchaser must submit a complaint for any defects or absence of guaranteed characteristics immediately after receipt of goods. Hidden defects are to be reported in writing immediately upon discovery; the same shall apply if the absence of a guaranteed characteristic could not be discovered through examination. In the case of an incorrect delivery, the purchaser shall also be responsible for making a complaint.

Our warranty obligation shall be initially limited to replacement delivery after the defective goods have been returned. Goods for which a complaint is issued may only be returned with our specific written permission. The purchaser / customer can demand cancellation of the contract (annulment) or reduction of the price (reduction) if the seller refuses replacement delivery or fails to effect replacement delivery within a grace period to be set by the purchaser of at least 30 days or if the elimination of defects within said grace period is not successful. The purchaser shall not have the right to request remuneration for wages, freight costs, contractual penalties or other failures.

Claims for damages resulting from delay, impossibility of performance, violation of contractual and legal ancillary and protective duties, negligence in contracting and non-contractual liability shall be excluded, provided that said damage has not been caused by grossly negligent or wilful actions on our part.

Insofar as legally permitted, our liability, irrespective of legal basis, shall be limited to the invoice value of the quantity of goods directly involved in the event leading to damage. This shall not apply if we are liable in accordance with compulsory legal regulations governing intent and/or gross negligence.

§8 Reservation of Title

We retain the ownership of the delivery items until payment thereof has been effected in full.

In the event that a customer should act contrary to contract, especially with regard to late payment, we are entitled to a return of goods following the issue of a reminder, and the customer shall be obligated to release the goods.

The enforcement of the reservation of title and the attachment of delivered items by us shall not be construed as a withdrawal from the contract, unless the conditions of the Customer Credit Law do not apply or it is specifically declared in writing by us.

When said reservation rights are applied toward merchants, a body corporate organised under public law or special fund under public law, the following shall also apply:

The customer shall have the right to resell the delivery items in a regular business transaction. However, the customer shall immediately assign to us any and all accounts receivable between the customer and us in the amount of the stipulated sales price (including value-added tax) that may be incurred to the customer upon resale, regardless of whether the delivery items have been resold without or subsequent to processing. The customer shall have the right to collect said accounts receivable after their assignment. Our authorization to collect accounts receivable ourselves shall remain unaffected thereby; however, we shall be obligated to refrain from collecting accounts receivable as long as the customer observes his payment obligations in due form and is not in default of payment. If the customer should be in default of payment, we may demand that the customer reveal the assigned accounts receivable and their debtors, provide any necessary information for collection, submit any related documentation and inform the debtors of the assignment. Processing or alteration of the goods by the customer shall always be performed by us. If delivery items are processed with other items that do not belong to us, we shall acquire ownership of the new item at a ratio of the value of the delivery items to the other processed items at the time of processing.

If the delivery items are inextricably combined with other items not belonging to us, we shall acquire co-ownership of the new item at a ratio of the value of the delivery items to the other combined items. The customer shall retain the co-ownership for us.

The customer shall not be authorised to pledge or assign the delivery items as collateral. In the case of attachments, seizures or other dispositions by third parties, the customer must immediately inform us thereof and provide to us all information and documentation necessary to protect our rights. Enforcement officers or third parties must be informed of our ownership.

§9 Place of Performance and Jurisdiction

The place of performance shall be Neunburg vorm Wald.

Insofar as permissible, the place of jurisdiction shall be the court responsible for our head office.

German law shall apply exclusively, excluding all laws governing the international sale of movable goods, even if the customer is based in a foreign country.