General Terms and Conditions for the Provision of goods and services of the Dittes Oberflächentechnik GmbH, Keltern

Status January 2024

1. Scope of application

1.1. These General Terms and Conditions apply only to companies within the meaning of Section 14 of the German Civil Code (BGB) and form the basis of all our quotations, orders, deliveries and services.
1.2. We provide deliveries and services exclusively in accordance with these General Terms and Conditions of Delivery and Service. We do not recognise any conflicting or deviating terms and conditions of the customer or any terms and conditions that are disadvantageous to us, unless we have expressly agreed to their validity in writing.
1.3. Our General Terms and Conditions shall also apply if we provide deliveries or services in the knowledge of conflicting or deviating terms and conditions of the customer or terms and conditions that are unfavourable to us.
1.4. Our General Terms and Conditions shall also apply to all future transactions, even if they are not included again in individual cases.

2. Offer and conclusion of contract

2.1. Our offers are subject to change and non-binding, unless we make a binding offer in individual cases. We shall be bound by a binding offer for a maximum of 2 weeks, unless the offer specifies a different acceptance period.
2.2. The documents enclosed with the offer and/or the order confirmation, such as illustrations, calculations of surfaces and the resulting precious metal requirements, descriptions and drawings, dimensional and weight specifications, are only approximate unless they are expressly designated as binding.
2.3. Orders are only binding for us if we confirm or fulfil them in writing. Our written order confirmation is decisive for the content of the contract. The order confirmation can also be made by sending an invoice with the delivery. In the event of objections to the content of the order confirmation, the customer must object immediately. Otherwise, the contract shall be concluded in accordance with our order confirmation.
2.4. Open-ended contracts can be cancelled with a notice period of 3 months to the end of a calendar month.
2.5. We shall only be obliged to provide consulting services, instructions, instructions for the further processing of parts or for the operation and maintenance of machines, systems or parts thereof if expressly commissioned in writing. Such services shall be remunerated separately.
2.6. Contracts between the customer and us do not apply to third parties, not even to affiliated companies of the customer.

3. Regulations on delivery quantities and call-offs

3.1. In the case of call-off delivery contracts, unless otherwise agreed, we must be notified of binding quantities by call-off at least two months before the delivery date. Otherwise our delivery obligation for the quantity not notified shall lapse.
3.2. Additional costs caused by a delayed call-off or subsequent changes to the call-off in terms of time or quantity by the customer shall be borne by the customer; our calculation shall be decisive in this respect.

4. Prices, payment deadline

4.1. Our prices do not include VAT. We charge the applicable VAT rate additionally. Our prices refer only to the service offered. If the customer requests additional deliveries or services, these must be ordered and paid for separately.
4.2. Payments are to be made in euros to our bank account within 8 days of invoicing without discount. In the event of late payment, we shall charge interest on arrears at a rate of 9 percentage points above the base interest rate (§§ 286, 288 para. 2 BGB), without prejudice to further rights.

5. Price adjustments

5.1. Price regulations for quantity changes
a) If a binding order quantity has not been agreed, we shall base our calculation on the non-binding order quantity expected by the customer for a specific period (quantity expectation).
b) Favourable **prices for series parts** are only possible for large quantities. The following therefore applies: If we make a price offer to the customer after he has informed us of a quantity expectation and the actual order quantity then falls short of the quantity expectation by more than 10%, we are entitled to adjust the unit price appropriately. A price increase shall be deemed reasonable if it corresponds to the percentage by which the actual purchase quantity remains below the quantity expectation communicated by the customer (example: 10% fewer parts, 10% higher parts price).
5.2. We are entitled to increase the prices to a reasonable extent between conclusion of the contract and performance if the **producer price index** for commercial products published by the Federal Statistical Office has risen by 3% or more. The price increase is in any case reasonable if we adjust the prices by the percentage of the cost increase multiplied by the factor 1.2 to the cost increase (example: cost increase 4%, possible price increase therefore 4.8%). We will then charge the prices valid on the day of performance. The same applies to orders without a price agreement.
5.3. The customer can demand a percentage price reduction if the index has fallen by 3% or more since the last price fixing.
5.4. A price adjustment based on the producer price index is excluded if the service is to be provided within 5 months of conclusion of the contract.

6. Lien, retention of title, assignment by way of security

6.1. Lien: We are entitled to a statutory contractor's lien on the objects processed by us. Irrespective of this, the customer shall grant us a contractual lien on the objects handed over for the purpose of surface treatment, which serves to secure our claim arising from the order. Unless otherwise agreed, the contractual lien shall also apply to claims from orders and services carried out earlier.
6.2. If we purchase the parts for the customer and deliver them to him after processing, we shall be entitled to retain title to the delivered parts. The parts delivered by us shall remain our property until the customer has paid all claims arising from the business relationship. This also applies to claims that only arise after delivery of the reserved goods.
6.3. In the event of resale of the goods processed by us and assigned to us as security or of the new item manufactured from them, the customer must inform his customers of our ownership by way of security.
6.4. To secure our claim, the customer hereby assigns to us all future claims arising from the resale or further processing of the goods processed by us. The assignment shall be in the amount of the processing value if we process parts provided by the customer; the assignment shall be in the amount of the value of the goods if we purchase and process parts for the customer. We hereby accept the assignment. If the customer is in default of payment, we can demand that he informs us of the assigned claims and their respective debtors, provides all information necessary for collection, hands over the relevant documents to us and informs the debtors of the assignment.
6.5. If the realisable value of the securities to which we are entitled exceeds the value of the claims to be secured by more than 10%, we shall be obliged to release securities of our choice to the customer.
6.6. If the customer **defaults on payment**, we shall be entitled to take immediate possession of the items covered by the lien or the security interest. For this purpose, the customer hereby grants us the right to enter his company premises and business premises. If there is no free access, the customer shall open the door to us upon request. The customer waives the rights arising from §§ 859, 861 I, 862 BGB. The demand for the return of pledged goods or collateral property shall only constitute a cancellation of the contract if we expressly declare our cancellation. We shall be entitled to realise the repossessed item by means of free sale. We shall offset the realisation proceeds, less the realisation costs, against the outstanding claims. We shall return any additional proceeds to the customer.

7. Delivery time

7.1. Specific performance deadlines and dates shall only apply if we have expressly agreed them with the customer in writing in individual

cases. Agreed delivery periods and delivery dates are approximate deadlines.
7.2. The delivery time is determined by the agreements between the contracting parties. Compliance with the delivery time by us presupposes that all commercial and technical questions between the contracting parties have been clarified and that the customer has fulfilled all obligations incumbent on him, such as the provision of the necessary official certificates or authorisations or the payment of a deposit. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if we are responsible for the delay.
7.3. If the customer provides the parts to be processed, the delivery period shall not commence before the parts have been delivered to us.
7.4. Compliance with the delivery deadline is subject to the proviso that we ourselves are supplied correctly and on time. Unless otherwise agreed, the delivery period shall commence upon receipt of the order confirmation; however, if the material to be processed is delivered later by the customer, the delivery period shall not commence until this time. The delivery period shall not commence before final clarification of all relevant details for the provision of the service.
7.5. We will inform you as soon as possible of any delays that become apparent.
7.6. The delivery period shall be deemed to have been met if the delivery item has left our factory by the time it expires or readiness for dispatch has been notified. This shall also apply if acceptance is to take place.
7.7. Force majeure, strikes, a pandemic, incapacity on our part or on the part of one of our suppliers through no fault of our own as well as unfavourable weather conditions which delay our performance shall extend the delivery or performance period by the duration of the hindrance.
7.8. In the event of a fixed-date transaction, however, we shall be liable in accordance with the statutory provisions.
7.9. If we are in default of performance, the customer may only withdraw from the contract if he has set us a reasonable period of grace and declared that he will refuse performance after the expiry of this period.
7.10. If we are in default of delivery and the customer suffers demonstrable damage as a result, the customer shall be entitled to demand lump-sum compensation for the delay. This shall amount to 0.5% for each full week of delay, but not more than a total of 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. Further claims due to delayed delivery are excluded.
7.11. If the customer is in default of acceptance or violates other obligations to co-operate, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration shall also pass to the customer.

8. Dispatch, transfer of risk, transport insurance, packaging
8.1. Unless otherwise agreed, we deliver ex works in accordance with Incoterms 2023. We make the delivery available for collection by the customer.
8.2. If we dispatch goods, even as partial deliveries, the risk shall pass to the customer at the latest upon dispatch. This shall apply irrespective of who bears the transport costs. This also applies if the transport is carried out by our personnel.
8.3. If dispatch is delayed as a result of circumstances for which we are not responsible, the risk shall pass to the customer as soon as we have notified the customer that the goods are ready for dispatch. We shall take out suitable insurance at the customer's expense if the customer so requests.
8.4. If we comply with a shipping instruction specified by the customer, the customer shall bear the risk.
8.5. The customer must accept delivery items notified as ready for dispatch immediately, but at the latest after a period of 10 days after notification. If the goods are not accepted in good time, we shall be entitled to conclude a storage contract in the name and for the account of the customer with a warehouse keeper to be determined by us at our reasonable discretion or, at our discretion, to demand storage charges in accordance with § 354 HGB (German Commercial Code). The storage fee shall amount to 1% of the invoice amount per month or part thereof, up to a maximum of 5%, unless we can prove higher storage costs. The customer may provide evidence that we have incurred no or lower storage costs.
8.6. If the customer's empty packaging is not collected within 10 days of being requested to do so, we may charge a storage fee of EUR 15.00 per storage space and calendar month or part thereof.
8.7. If we process the customer's parts, the customer shall deliver the parts free of charge. The customer shall bear the transport risk. This shall also apply if we collect the parts to be processed at the customer's request.
8.8. If the customer provides us with goods for processing, it is the customer's responsibility to insure the goods provided against all conceivable risks. This applies in particular to transport risks (delivery and return delivery) and to risks between delivery and return delivery while the goods are with us (e.g. theft, fire, earthquakes, storms, damage).
8.9. The above paragraph shall also apply if processed goods are returned to us for reasons for which we are not responsible.
8.10. The following also applies to goods not provided by the customer: The goods delivered to us, including containers, packaging and transport systems provided, are not insured under our insurance contracts until delivery. We shall only take out transport insurance at the express request and expense of the customer and only on condition that a separate agreement has been concluded in text form.
8.11. The customer is responsible for insuring his goods even if we have guaranteed carriage paid deliveries.
8.12. The route, type and means of despatch shall be left to us without any guarantee for the fastest and cheapest transport. The interests of the customer shall be given due consideration. If we act as a forwarder, the General German Forwarders' Terms and Conditions shall apply in addition.
8.13. We shall not be liable for any waiting times incurred, provided that these are still reasonable overall and do not exceed one week. This does not apply if we have bindingly promised collection and delivery dates.
8.14. Surface-treated parts will only be packaged to the extent that the material to be processed is sent to us packaged, repackaging has been requested and the packaging material is reusable. If additional packaging is requested after surface treatment, this will be charged separately and will not be taken back.

9. Scope of our performance obligations
9.1. Our performance obligations are limited to the specific order of a certain surface treatment, which we carry out as such in the standard process and which leads to the usual results. If the customer requires compliance with special DIN regulations or EN or ISO standards or similar standards, he must send or submit these to us in writing or in text form at the latest when placing the order.
9.2. We guarantee professional surface treatment of materials and workmanship in accordance with the recognised rules of technology. In galvanic and chemical processes and due to differences in the quality of the raw material, deviations from the sample on which the order is based are sometimes unavoidable.
9.3. The primary material first provided by the customer or, if applicable, procured by us for the customer shall be decisive for compliance with the specification. If the customer later uses a different material, he shall bear the burden of proof that deviations from the specification or defects were not caused by the change in the material.
9.4. Technical, organisational and other adjustments or additions (e.g. quality controls) to our processing procedure that become necessary
- due to the use of a different material or
- due to subsequent dimensional changes to the product or
- due to subsequent mould changes to the product,

We shall carry out modifications if the customer places a special order for a fee and we accept this. The remuneration must be appropriate to the modification work involved.
9.5. In the case of a specification provided by the customer, we follow the procedure described with the proven Dittes test standard. Tests that go beyond this standard require a separate agreement, which also regulates our remuneration in this respect. This applies in particular to a salt spray test, solderability test, weldability test and pore test.
9.6. During aluminium finishing, material is removed during pre-treatment. This is due to the processing and does not constitute a defect.
9.7. Process-related marks caused by the coating process are permissible and are part of the contractual service. This includes visual changes to the surface, unless these were excluded when the order was placed.
9.8. We will only carry out further operations (e.g. degreasing, cleaning, deburring, corrosion protection measures, etc.) if we have been commissioned to do so. Insofar as this has not been issued, pre-

material or process-related characteristics do not constitute a defect. Extended or external test procedures shall only be relevant for determining conformity with the contract if these have been agreed with us in writing.
9.9. If we merely prepare the surface of parts for further processing (e.g. cleaning, preparation of primer), the parts must be processed immediately. Otherwise the required properties may be lost. If further processing is not carried out immediately in the aforementioned cases, we shall not assume any warranty.
9.10. Any further performance obligations, i.e. those which are not part of the scope of work and result of the standard procedure (for example the development of special processes, the achievement of certain properties, the guarantee of suitability for a certain use, the guarantee of a certain chemical or mechanical stress), shall only be assumed by us after special express agreement and remuneration.
9.11. Changes and new statuses of surface standards must be notified to us free of charge, otherwise the status at the time of the offer shall apply. We shall also only assume obligations to provide information and advice (whether as a primary or secondary contractual obligation) after special express agreement and remuneration.
9.12. Parts provided by the customer must be made available to us free works (DDP - Incoterms 2023) in good time and with a free quantity surcharge of at least 5%. In the case of provided parts, a scrap and shortfall quantity of up to 3% each of the total quantity delivered must be taken into account. If the reject and shortfall quantity is within this limit, our performance is in accordance with the contract. Complaints regarding a quantity of less than 3% of the total quantity delivered will not be processed in the form of an 8-D report.
9.13. We do not undertake an incoming goods inspection of parts provided or purchased for the customer. In the case of purchased parts that we buy from a supplier named by the customer, the corresponding inspection is the responsibility of the customer, which must be agreed with the supplier.
9.14. The parts provided to us must be delivered free of defects. The following shall be deemed free of defects: flawless base material without cracks and pores; a tightly closed surface after mechanical preprocessing, free of blowholes and grinding points and without drawing defects and roller doublings; a surface free of cast skin, scale, oil carbon, paint, graphite, skin, moulding sand, oil, (burnt-in) grease, silicone, welding residues and other residues. Threads must be sufficiently undercut. If this is not the case, we are entitled to refuse processing or withdraw from the contract. If the customer nevertheless insists on processing or if the material supplied to us for surface treatment is not technologically suitable for such a surface treatment for reasons that are not recognisable to us, we do not assume any warranty for a certain dimensional accuracy, adhesive strength, colour retention and corrosion-preventing properties of the applied layer, insofar as a defectiveness is due to the unsuitability of the material and is not based on gross negligence or intent on our part, our representatives or our vicarious agents. Furthermore, no warranty is given for adhesion if the material has been deformed after surface treatment, even if test electroplated parts could be deformed without the electroplated layer flaking off and the customer has requested processing despite being informed of the risk of flaking.
9.15. If the parts are not of this quality, we are entitled to refuse processing or to withdraw from the contract. If the customer nevertheless insists on processing or if the material supplied to us for surface treatment is not technologically suitable for such surface treatment for reasons not recognisable to us, we shall not assume any warranty for a certain dimensional accuracy, adhesive strength, colour adhesion and corrosion-preventing properties of the applied layer, insofar as a defectiveness is attributable to the unsuitability of the material and is not due to gross negligence or intent on our part. If the defective condition of the parts was not recognised before processing, we shall not be liable for the success of the processing unless we have acted with intent or gross negligence.
9.16. The chemical and galvanic surface treatment does not remove or level out pores, scratches, cracks, grooves, impact marks, crushing, structural defects and heavy soiling in the metal surface. The customer is responsible for ensuring that the conditions for perfect galvanic surface treatment are met. We are only responsible for inspecting the material delivered to us if such an inspection has been expressly agreed.
9.17. Hollow parts are only galvanised on the outer surfaces, unless a cavity treatment has been agreed in special cases. The immediate onset of corrosion on the untreated surfaces does not justify any liability for defects. Surface-treated material is at risk from condensation water and fretting corrosion. It must be properly packaged, stored and transported.
9.18. The agreed measuring points are decisive for the layer thickness. If no measuring points have been agreed, we shall determine these at our reasonable discretion.
9.19. If necessary, the customer must take suitable measures to prevent chemical and mechanical damage to the surface, in particular if the parts to be processed are fitted with plugs, screws and other covers. If we apply such covers in accordance with the customer's specifications, we shall not be liable for any disadvantages resulting for the coating.
9.20. We shall only be liable for weather damage and for any damage caused by residues from the treatment process seeping out later from doublings and other inaccessible cavities in the event of gross negligence and intent on our part, our representatives or our vicarious agents.
9.21. If the client deems hydrogen de-embrittlement necessary, we shall only undertake this after corresponding agreement and to the exclusion of any warranty, except in cases of intent and gross negligence.
9.22. We only carry out an initial sample test report after commissioning against payment.
9.23. We only provide a warranty for the technical function, not for the optical properties of the surface. If the optical properties are to be part of our performance obligations, this requires an express agreement in text form.
9.24. The warranty only applies to utilisation under normal operational and climatic conditions in the Federal Republic of Germany. If the goods are intended for special conditions and we have not been informed of this beforehand, a warranty for these special conditions is excluded.
9.25. Packaging must allow air circulation. If the customer requires packaging without air circulation, we shall not be liable for corrosion. The customer is free to prove that the corrosion would also have occurred independently of the packaging without air circulation.

10. Patterns, racks, tools
10.1. Unless otherwise agreed, the manufacturing costs for samples, frames and tools that we use for the production of series parts for the customer shall be invoiced separately in addition to the goods to be delivered. This also applies to such frames and tools that have to be replaced due to wear and tear.
10.2. Unless otherwise agreed, the frames and tools manufactured by us shall remain our property even after payment. The customer's advantage lies in their utilisation for the manufacture of series parts for him.
10.3. If the customer suspends or terminates the co-operation during the production period of the samples, frames or tools, all production costs incurred up to that point shall be borne by the customer.

11. Post-series parts and spare parts
Delivery commitments for series parts for the period after series discontinuation or commitments for the delivery of spare parts for several years after series discontinuation are subject to the proviso that
- we ourselves are still supplied with the necessary materials or vendor parts,
- the relevant processes and tools are still available in the company and
- the corresponding line of business is still active in our company.
We cannot guarantee that subcontractors will be able to supply the necessary parts or materials at a later date.

12. Insurance for parts sent in, reject rate
12.1. The customer is obliged to insure the parts provided or sent in according to their value, in particular against theft, fire, water damage, etc.
12.2. If workpieces become unusable beyond the agreed reject rate of 3% due to circumstances for which we are responsible, we shall undertake to process similar parts free of charge (replacement); further claims are excluded. The basis for the calculation of the reject rate shall be the total deliveries to the customer by us within the last 12 calendar months prior to the notification of the defect.
12.3. If parts provided become unusable due to material defects or other defects during processing, we shall be entitled to payment of the normal processing price.

13. Special clauses for the performance of tests
13.1. The following clauses apply to the performance of coating tests.

13.2. Coating trials are services. A successful completion of the work and a specific delivery date are not owed. Nor is a warranty owed in the sense of the law on sales or the law on contracts for work and labour. We only provide a warranty upon conclusion of a contract for work and labour, contract for work and materials, purchase contract or similar.
13.3. The customer shall provide us with all necessary information, documents and materials. He shall also support us in any other way, insofar as this is expedient and reasonable.
13.4. We are entitled to all industrial property rights to the results of our tests, in particular patents. The commercial utilisation of the test results by the customer takes place within the framework of the order for series parts for the processing of which the tests were carried out.
13.5. For the testing of technical processes, the customer shall provide the required product-specific primary material in sufficient quantities free of charge and carriage paid. Depending on the complexity of the product, the customer shall supply further primary material on request. If the customer is unable to provide any test material, we shall procure this at his expense.

14. Defects
14.1. We guarantee that the subject matter of the contract is free of defects with regard to the agreed specification of the parts. The quality of our work corresponds to the normal requirements for surface finishing. A defect does not exist in the case of only insignificant deviation from the agreed quality or in the case of only insignificant impairment of usability. In the case of galvanic and chemical processes and due to differences in the quality of the raw material, deviations from a sample on which the order is based are sometimes unavoidable and do not constitute a defect in this respect.
14.2. In the case of surface processing of parts with which we have no previous experience, we guarantee freedom from defects only to the extent that the initial sampling (if agreed) or the first production batch has shown feasibility (compliance with the agreed specification). If the feasibility has not been demonstrated, the customer has the choice of whether he wishes to have further processing carried out anyway or whether he wishes to withdraw from the contract. In any case, he must accept and pay for the first production batch.
14.3. In galvanic and chemical processes and due to differences in the quality of the raw material, deviations from a sample on which the order is based are sometimes unavoidable. In this respect, this does not constitute a defect.
14.4. A defect shall also not be deemed to exist if the customer has given us specific instructions for the processing, in particular regarding the process, the chemicals and the exposure time, and if we have complied with these instructions.
14.5. When processing new parts, we shall only be liable for defects that become apparent within 12 months of the transfer of risk.
14.6. The defect must have been present at the time of transfer of risk. The customer bears the burden of proof for this.
14.7. Liability for material defects is excluded for the delivery or processing of used items. This shall not apply in the event of a fraudulently concealed defect or the breach of a guarantee. In all other respects, the contractual claims of the customer (within the scope of these General Terms and Conditions) shall remain unaffected even in the case of the delivery of used items.
14.8. If special quality requirements are specified (e.g. in the area of heat resistance and bending processes, dimensional accuracy, coating thickness, etc.), this must be expressly stated in the order. If the information is missing, we shall not be liable for these quality requirements. In particular, we are only liable for dimensional accuracy or coating thickness if exact specifications exist.
14.9. We do not guarantee the lightfastness of colourings. Minor colour deviations from alloy precipitation are permissible. We also provide no warranty for colour changes caused by painting, stoving or thermal effects. A corrosion-preventing effect of an electroplated coating for a certain period of time cannot be guaranteed for natural reasons.
14.10. We accept no liability for adhesive strength if the material has been deformed after surface treatment, even if test electroplated parts could be deformed without the electroplated layer flaking off and the customer has requested processing despite being informed of the risk of flaking.
14.11. If special quality requirements are specified (e.g. in the area of heat resistance and bending processes etc.), this must be stated in writing in the order. If the information is missing, any warranty for these quality requirements shall be cancelled. In particular, the dimensional accuracy of threads or similar complicated constructions is only guaranteed if exact specifications exist.
14.12. We shall only be liable for deviations from the agreed layer thickness insofar as deviations actually have a detrimental effect on the function of the item; otherwise the defect is insignificant.
14.13. If the customer or a third party treats the parts coated by us improperly, we shall not be liable for the resulting consequences. In particular, improper storage is storage that impairs the quality of the surface produced by us, e.g. due to the passage of time or the effects of moisture or chemicals.

15. Liability for defects (warranty)
15.1. We shall only be liable for defects in our performance in accordance with the following provisions.
15.2. The customer must inspect delivered items immediately upon receipt and notify us immediately of any recognisable defects. If the customer fails to notify us of defects without delay, our delivery shall be deemed to have been approved, unless the defect was not recognisable during the inspection. The customer must also notify us of defects that were not initially recognisable immediately after becoming aware of them; otherwise the delivery shall also be deemed approved with regard to these defects. Otherwise, § 377 HGB applies.
15.3. Notifications of defects must be made in writing to be valid.
15.4. If we are not notified of defects in due form or time, our performance shall be deemed to have been approved
15.5. Upon further processing by the customer or a third party, any liability for defects that are recognisable upon delivery of the goods processed by us to the customer or a third party engaged by the customer within the scope of a reasonable incoming goods inspection and examination shall lapse. This shall not apply if we are guilty of intent or gross negligence.
15.6. In the event of defects, the customer is obliged to secure evidence of the defects and to give us the opportunity to inspect them; the customer must hand over the parts concerned for inspection without delay. Otherwise the parts shall be deemed approved.
15.7. A defect in the partial delivery does not entitle the client to withdraw from the contract, unless the defect in a partial delivery is so significant that the acceptance of further partial deliveries is no longer of interest to the client.
15.8. We shall fulfil justified claims due to defects by carrying out professional reworking free of charge. If reworking is not possible for technical reasons, we shall only be obliged to make a subsequent delivery (reworking) if the customer supplies us with corresponding parts for reworking. We shall not be liable for the costs of these parts in view of the comparatively low added value of our processing in relation to the price of the parts and in view of the galvanic processes which do not have an absolutely uniform effect. Only if the rectification or subsequent fulfilment fails or if we refuse it or if it is unreasonable for the customer can the customer assert further rights, in particular a reduction in price.
15.9. We shall not have to bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as the expenses are increased by the fact that the delivery has been taken to a place other than the contractual place of delivery.
15.10. The right to withdraw from the contract due to defects is excluded if the defect is only insignificant. The right of cancellation is also excluded if the service is essentially usable despite the defect. In the event of cancellation due to a defect, the customer may not additionally claim damages.
15.11. If the customer wishes to withdraw from the contract, he must first set us a reasonable deadline for performance and declare that he will refuse performance after expiry of the deadline.
15.12. If the customer wishes to claim damages due to a defect, he must first set us a reasonable deadline for performance and declare that he will refuse performance after expiry of the deadline. The other requirements for compensation must also be met and compensation must not be contractually excluded.
15.13. The items handed over to us for processing must be delivered with a delivery note or with precise written details of the number of items and total weight. The details of the gross weight are not binding for us, even if they are of significance for the customer. We shall only replace missing parts if their delivery is documented by a delivery note signed by us and the risk for the missing parts has passed to us.
15.14. We shall not be liable for parts provided and third-party products.
15.15. The warranty is also excluded

a) if the coated goods are not handled properly, in particular if they are packaged or stored in a way that causes condensation or fretting corrosion, or if they are not further processed in good time if the surface is perishable due to the passage of time,
b) in the case of the provision of parts whose material properties essential for the surface treatment were not communicated to us by the customer in text form when the order was placed; the customer is at liberty to prove that we had corresponding knowledge;
c) in the event of defects in our performance on parts provided which result from the behaviour of the material of the parts,
d) for other requirements of the customer that are not part of the agreements made,
e) for wear and tear, insofar as it does not unreasonably exceed the normal extent,
f) for agreed services of third parties (supplied parts, services and works, construction services, material deliveries); in this respect, we shall assign any warranty claims to the customer upon request;
g) for specifications of the customer regarding the design or the material to be used or the type and method of surface treatment,
h) in the event of changes to the parts to be processed, in particular with regard to shape and material, which are made without our prior consent,
i) in the event of modifications or repairs by the customer or by third parties, unless these were not the cause of the defects; the burden of proof lies with the customer.
j) For material defects, insofar as the customer has provided us with specifications regarding the raw material or the raw material supplier; we will assign any warranty claims against the material supplier to the customer upon request.
15.16. The Purchaser's statutory rights of recourse against us shall only exist insofar as the Purchaser has not reached an agreement with its customer that goes beyond the statutory claims for defects.
15.17. Claims for defects **shall lapse after** twelve months. The period begins with the transfer of risk. The above provisions shall not apply insofar as the law prescribes longer periods in accordance with § 438 Para. 1 No. 2 BGB (items for buildings), § 479 Para. 1 BGB (right of recourse) and § 634 a Para. 1 No. 2 BGB (building defects). The shortening of the limitation period shall not apply to claims for damages due to defects in the event of injury to life, body or health; furthermore, it shall not apply in the event of gross negligence on our part.

16. Liability for damages
16.1. For damage that does not occur to the delivery item itself, we shall only be liable - regardless of the legal grounds - for
a) in the case of intent,
b) in the event of gross negligence on the part of the managing directors or other persons whose fault is attributable to us by law,
c) in the event of culpable injury to life, limb or health,
d) in the case of defects which we have fraudulently concealed or the absence of which we have guaranteed, and
e) within the framework of the Product Liability Act.
16.2. In the event of culpable breach of material contractual obligations, we shall be liable for intent and gross negligence and for slight negligence. In the latter case, our liability shall be limited to the reasonably foreseeable damage typical of the contract.
16.3. Any claim for damages against us on the basis of a contractual claim is limited to the amount that the customer has paid us for the order in question. This shall also apply if there are additional statutory bases for claims. If the claim for damages is based on only one or more statutory bases of claim, any damages shall be limited to the amount paid to us by the customer in the last six months prior to notification of the claim. The limitation of liability in this sub-clause shall not apply in the event of gross negligence on our part.
16.4. Further claims are excluded.

17. Infringements of industrial property rights
17.1. We accept no liability for any infringement of industrial property rights resulting from the customer's specifications. We assume no obligation to check whether technical specifications of the customer could infringe industrial property rights of third parties. Such an examination is the responsibility of the customer who provides the technical specifications. Insofar as third parties assert industrial property rights, the infringement of which is attributable to the customer's specifications, the customer shall indemnify us against the claims of the third party.

18. **Unauthorised enticement of employees, contractual penalty**
The contractual partner is not permitted to entice away our employees if this is objectionable under competition law, i.e. if this constitutes an offence against § 4 No. 4 UWG. If one of our employees works for the contractual partner, our contractual partner shall bear the burden of proof that there are no objectionable circumstances within the meaning of competition law, in particular within the meaning of Section 4 No. 4 UWG. If he fails to provide such proof, he shall be obliged to pay us an appropriate contractual penalty. We may determine the amount of this penalty at our reasonable discretion in accordance with Section 315 BGB. The contractual partner is at liberty to review the appropriateness of the contractual penalty in court. The contractual penalty shall amount to at least half of the gross remuneration which the employee can normally claim during the ordinary notice period applicable to him.

19. Confidentiality
19.1. We reserve ownership rights and copyrights to know-how on galvanic processes, samples, cost estimates, drawings and similar information of a physical and non-physical nature - including in electronic form. The customer may not make this information accessible to third parties.
19.2. The customer undertakes to maintain comprehensive confidentiality for an unlimited period of time with regard to all our business and trade secrets and our product expertise, our process expertise and our technical knowledge which become known to him in the course of his business contact with us. This applies in particular to all information in connection with our galvanic processes.
19.3. The above obligation does not apply to all information that
a) the customer is demonstrably already known at the time of disclosure on the basis of their documentation or are subsequently developed independently by the customer without breach of this contract;
b) are already accessible to everyone at the time of disclosure or become publicly known thereafter without any unlawful act by the customer;
c) lawfully received from a third party without violating these GTC or other agreements.
19.4. We undertake to make information and documents designated as confidential by the customer accessible to third parties only with the customer's consent.

20. Offsetting, hourly rate for damages
20.1. The customer shall only have a right of set-off or a right of retention against us if his counterclaims are undisputed or have been recognised by declaratory judgement. Any right of retention on the part of the customer shall only exist insofar as it is based on the same contractual relationship.
20.2. If we incur a claim for damages against the customer on the merits (regardless of the legal grounds), an hourly rate of € 120.00 shall be deemed agreed and reimbursable for our internal time expenditure for damage limitation or damage rectification.

21. Miscellaneous
21.1. Verbal collateral agreements shall only apply if we have expressly confirmed them in writing in accordance with Section 126 (1) BGB. § Section 126 (3) BGB shall not apply.
21.2. We shall be entitled to render partial performance unless this would be unreasonable for the customer.
21.3. The customer is not authorised to assign claims against us to third parties. This shall not apply to assignments by way of security to secure business loans or to an extended reservation of title.
21.4. The place of fulfilment for performance and consideration is our registered office.
21.5. The place of jurisdiction is our registered office. We may also sue the customer at its general place of jurisdiction.
21.6. The German courts have international jurisdiction. This jurisdiction is exclusive.
21.7. German law shall apply. The reference norms of German international private law to foreign law do not apply.
21.8. CISG UN Sales Convention does not apply.
21.9. The German version of a contract text is exclusively authoritative.