

I. Scope of Application

1. These Purchasing Terms and Conditions apply exclusively for all orders. The acceptance or performance of our order also constitutes unrestricted acknowledgement of these Purchasing Terms and Conditions. We do not recognize contrary or different conditions of the supplier unless we have consented to their applicability in writing. Neither our silence nor the acceptance of performance or payment therefor shall be deemed to be consent.
2. The following Terms and Conditions apply only if the supplier is a commercial party (§ 14 (1) German Civil Code [Bürgerliches Gesetzbuch, "BGB"]), a legal entity under public law or an special fund [Sondervermögen] under public law and also apply to any and all future transactions with us unless agreed otherwise.

II. Conclusion of an agreement

1. All offers of the Supplier and any developments of offers prepared in conjunction therewith are free of charge for us and without obligation, even if they have been submitted upon our specific request. All drawings, documents and models provided with our inquiry to the Supplier must be again attached to the offer; they remain our property and may not be either further used or made available to third parties. The Supplier is liable for the loss of and damage to these documents. The Supplier must exactly comply with our inquiry in the Supplier's offer with regard to quantity and characteristics. Any discrepancies require our express approval, even if the Supplier has referred to them. The Supplier has no right of retention, regardless of the reason.
2. Only orders placed in writing are binding on us. Orders which are placed orally or by telephone are valid only once we have confirmed them in writing, by telefax or by email.
3. The Supplier shall promptly accept our orders by returning an order confirmation bearing a legally binding signature. If we do not receive an order confirmation within 10 calendar days calculated as of the date of the order, we are no longer bound by our order.
If the Supplier has not confirmed fixed prices in the order confirmation, an agreement shall only come into existence after written disclosure of the fixed prices and our express declaration of consent thereto.
4. We reserve the right to rescind the agreement if unforeseen circumstances arise. Rescission is only permissible, however, by no later than 6 weeks prior to expiration of the stated or any extended deadline. If the Supplier has prefinanced metals, we will compensate for only the difference in cost between the value of the metal at the time the agreement was executed and the exchange value of the metal at the time of the rescission. Any further claims are excluded.
5. We can request reasonable changes to the item to be delivered from the Supplier or the subject of performance even after conclusion of the agreement. The Supplier shall implement the changes within a reasonable period of time. Reasonable adjustments shall be mutually agreed for the effects on both contracting parties, especially with regard to increased or reduced costs as well as the dates for delivery and performance.
6. The Supplier shall treat the conclusion of the agreement as confidential. The Supplier may only name CASTOLIN GmbH as a contract party and as a reference only after receiving our express written consent. This also applies to any references in advertising materials.

III. Delivery conditions

1. The date for delivery set forth in our order is binding. The Supplier will be in default if the fixed delivery date is missed without any reminder being required. Compliance with the delivery date or the deadline for delivery is determined by the date we receive the goods.
2. The running of the agreed delivery date begins on the 3rd day after the date of the order. If the Supplier becomes aware that this deadline cannot be complied with, the Supplier must request the setting of a new delivery deadline within 8 days after the date of the order, stating the reasons and the likely duration of the delay.
3. If the Supplier is in default, we shall be entitled to the relevant statutory claims. After setting a reasonable deadline and after the deadline has expired without compliance, we may, at our discretion, rescind the agreement or demand compensatory damages in lieu of performance or procure replacement goods from third parties for the account of the Supplier and also demand compensation for any other default damage we incur.
4. If the Supplier is in default, we are entitled to demand a contract penalty in the amount of 0.1% of the total amount of the order per business day by which the delivery date is exceeded, up to a maximum of 10% of the total amount of the order. We are entitled to assert the contract penalty up to payment of the final invoice; to this extent, § 341 (3) BGB is contracted out. The contract penalty shall be credited against any claim for default damages. The contract penalty is only the minimum amount of the damages. The Supplier retains the right to prove that no damages or a materially lower amount of damages was incurred as a result of the default.

5. The Supplier can only invoke the failure to supply necessary documents, which we are responsible for supplying, if the Supplier has sent a written reminder for the documents and has not received them within a reasonable period of time.
6. In the case of delivery earlier than agreed, we reserve the right to return the goods at the expense of the Supplier. If there is no return in the case of an early delivery, we will store the goods until the delivery date at the Supplier's expense and risk.
7. If the Supplier cannot comply with the delivery date as a result of *force majeure*, for example due to strike, civil unrest, flood, war, the Supplier must inform us about this promptly, however by no later within 1 week after the occurrence of this event, stating the likely duration of the delay in delivery. If the Supplier fails to make this notification, the Supplier cannot raise the *force majeure* defense. We are completely or partially released from the duty to accept the ordered delivery and are entitled to rescind the agreement if the delivery can no longer be used by us due to the delay caused by the *force majeure*, taking into account economic aspects. Aside from this, the deadline will be reasonably extended in the case of a timely notice. If the deadline for delivery needs to be exceeded by more than 1 month, we are also entitled to rescission without the Supplier having any claims against us.

IV. Shipping / packaging

1. Shipment will occur at the expense and risk of the Supplier. If we have expressly assumed the costs and risk the Supplier must take out transport insurance covering the value for our benefit. The Supplier must select the best method of shipment for us provided that we have not requested a special method of shipping in the specific case.
2. Certificates of delivery and certificates from the plant must be attached to the goods in duplicate. Certificates from the plant must be specifically marked.
3. At the same time as each individual shipment leaves, the Supplier must send us a notification of dispatch. Invoices do not constitute notices of dispatch.
4. If the aforementioned documents are missing, the shipment will be stored for the account and at risk of the Supplier until the papers are received. Additional claims for damages are reserved.
5. The goods must be packaged in such a manner that damage during transport is avoided. Packaging materials must be environmentally friendly and are to be used only to the extent necessary in the specific case. The proper disposal of packaging materials is the responsibility of the Supplier and will occur for the account of the Supplier; aside from this, the obligation to take back packaging materials is governed by the applicable statutory provisions.

V. Prices

1. The agreed prices are fixed prices plus statutory value added tax and exclude all subsequent claims of any kind. These prices include the costs for transportation and packaging unless agreed otherwise in writing.
2. When calculating prices based on weight, only the net weight determined by us is determinative.
3. If charging for packaging has been agreed in an exceptional case, we are entitled to return packaging which is in good condition free of freight charges to the Supplier in exchange for reimbursement of 2/3 of the amount stated in the invoice.
4. Any change in prices requires our prior written consent. Changes to the agreed deliveries or performance will only be compensated if a written addendum has been agreed about this prior to performance.
5. To the extent not agreed differently, the prices are free Kriftel/Ts.

VII. Notifications of defects and warranty

1. **The Supplier warrants that its delivery has the contractually assured characteristics and is not subject to defects which eliminate or impair the suitability for normal use or the use contemplated under the contract.**
2. **The Supplier assumes responsibility that the delivery / performance corresponds to the newest state of the art technology, the provisions on technical safety, work safety and environmental protection in the applicable statutes, regulations and regulations issued by public authorities and professional associations as well as the specific contractual agreements. If it is necessary to deviate from these provisions in a specific case, the Supplier must obtain our written consent. If the respective contracting partner has concerns about the type of performance requested by us, the contracting partner must notify us promptly in writing thereof.**
3. We agree to give notice of apparent defects in the delivery / performance in writing without undue delay as soon as they are determined in the normal course of business. A timely manner of notification for apparent defects under § 377 (1) HGB is within 5 business days after we have received the delivery. The notice of a defect which only subsequently becomes apparent is timely under § 377 (3) HGB up to the expiration of 5 business days after discovering the defect.
4. Unless otherwise agreed, the warranty period is 3 years and commences upon delivery. In the case of rectified or replayed parts, the warranty period commences to run anew.
5. If defects in the delivery item arise within the warranty period, the Supplier shall, at our discretion, rectify the defect or make a substitute delivery free of charge after a written notice setting a reasonable deadline.
If one attempt by the Supplier to render subsequent performance has failed, either by rectifying the defect or by supplying a defect-free product, or if the Supplier has unjustifiably refused the supplementary performance or if a reasonable deadline for supplementary performance set by us has expired, we are entitled per se to eliminate the defect ourselves or to have it eliminated by third parties on our behalf and demand reimbursement from the Supplier, together with a reasonable advance, for the necessary expenses. In addition, the right of rescission and to compensation of any further damages remains unaffected.
If the Supplier has not rectified the defect on the delivery item, after giving written notice we may, at our discretion, rescind the agreement or to reduce the purchase price. In addition, we may assert damages or compensation for our fruitless expenses.
Our statutory entrepreneur's recourse claims (§§ 478, 479 BGB) also apply if the item was not delivered at the end of the supply chain to a consumer but to a commercial party. The possibility for recourse under §§ 478, 479 BGB also applies if the supplier has not delivered the defective item to us but has delivered accessories or raw materials which were defective.
Both in the case of substitute delivery as well as in the case of rescission, we can set a reasonable deadline for the Supplier to remove a defective item. After expiry of the deadline, we can realize the value of the performance under the agreement at the expense of the Supplier while preserving the economic interests of the Supplier, for example, by privately selling the item and forwarding the received amount to the Supplier. (If appropriate, concurrently with reimbursement of the purchase price or substitute delivery).
If a right is the subject of the agreement, then, in deviation from § 437 (3) BGB, the Supplier is liable for compensatory damages or reimbursement of expenses for the existence of the right and the freedom of defects in title, even if the Supplier was not aware of the defect or was not responsible for the defect.

VIII. Product liability

In the event that a customer or a third party asserts claims against us based on product liability, the Supplier shall indemnify us against any such claims if and to the extent that the harm has been caused by a defect in the product delivered by the Supplier. The Supplier shall bear all costs and expenditures in these situations, including the costs for legal representation or a recall. We will agree with the Supplier on the substance and scope of any such recall, to the extent this is possible and reasonable. Aside from this, the statutory provisions apply.

IX. Industrial property rights

The Supplier is responsible, without regard to any culpability, that no industrial property rights of third parties are violated in connection with the Supplier's delivery. If third parties assert claims against us for any such violation, the Supplier shall indemnify us against all claims and shall bear all necessary expenses in connection with the assertion of the claim.



X. Miscellaneous

1. All models, forms, fair drawings, blocks etc. for which we have also assumed even a portion of the costs, must be provided upon request without undue delay. All rights of use relating to them belong exclusively to us.
2. Place of performance is in Kriftel / Ts. Forum is Frankfurt am Main