

GENERAL TERMS AND CONDITIONS

of Recknagel Präzisionsstahl GmbH, Hückeswagen

As of 1. Juni 2022

A. GENERAL/APPLICABILITY

A 1.

These General Terms and Conditions apply exclusively and are solely applicable to entrepreneurs within the meaning of §§ 14, 310 of the German Civil Code (BGB). Our offers are directed exclusively at commercial customers. We explicitly emphasize that we do not enter into contracts with consumers within the meaning of § 13 of the German Civil Code (BGB).

Any terms and conditions of the customer that contradict or deviate from our terms and conditions are not recognized, unless we have expressly agreed to their validity. Neither failure to object nor the execution of the customer's order constitute an acknowledgment of the customer's terms and conditions. Our terms and conditions also apply if we execute deliveries to the customer without reservation, despite being aware of contradictory terms and conditions or deviations from our terms and conditions on the part of the customer.

Our General Terms and Conditions are deemed accepted at the latest upon receipt of the goods or services.

A 2.

Our General Terms and Conditions also apply to any further business dealings with the customer, and no further explicit agreement is required.

B. TECHNICAL SECTION

B 1. Tolerances and Processing (e.g., Fine Grinding, Milling, etc.)

Precision flat steels are always manufactured with the tolerances and specifications stated in the webshop. Custom-made products from the materials listed in the webshop will be manufactured in width and thickness with the tolerances and processing specified in the webshop for that material, and in length with general tolerances according to DIN 2768-medium, unless a different specification is agreed upon.

For custom dimensions made from different materials and other products, tolerances and specifications must be agreed upon. If no specific agreement is reached, the product will be manufactured according to the standard product that best matches it.

B 2. Hardened Guide Rails

As considered in DIN 69056-1:1992-01 for guide rails, hardened rails experience a volume change of approximately +/- 1 % during heat treatment. Please refer to section B4 for hole positional tolerances. For grooves that are not further processed after heat treatment, they may, if necessary, be executed with an increased

dimension, deviating from the drawing specification according to DIN 69056 (see "Explanations").

B 3. Nitrided Products

Nitriding is a low-distortion method for creating wear-resistant surfaces. However, nitrided surfaces inevitably introduce certain compressive stresses to the surface. Therefore, it can be expected that a volume change of approximately +1 % occurs, especially for thin workpieces. Please refer to point B 4 for the positional tolerance of bores.

B 4. Position Tolerance

The position tolerance of hole spacings (including for clearance holes) may therefore deviate from the drawing specification according to DIN 69 056-1:1992-01 for guide rails. Through-holes and countersinks may be executed with enlarged diameters deviating from the drawing specification according to DIN 69 056.

B 5. Marking

All products are clearly marked with the material designation or material number, dimensions, and other data.

B 6. Packaging

All precision flat steels are individually packaged for corrosion protection. Larger custom quantities may be combined into packaging units. We always choose an appropriate method for transport packaging. Typically, smaller shipments are packed in sturdy cartons, while larger shipments are packed in wooden crates or on pallets. Undamaged transport packaging will be accepted for return with free delivery.

C. COMMERCIAL SECTION

C 1. No Minimum Order Value

There are no minimum order values or minimum quantities at our company, including for special dimensions, VarioPlan®, or VarioRond®. Order only as much or as little as you actually need.

C 2. Bonus

With larger orders, you save and so do we. Therefore, we offer you a bonus on our products Precision Flat Bars PräziPlan®, EcoPlan®, VarioPlan®, VarioRond®, P-Plates, and Erosion Blocks EroBlock, depending on the total value of the order.

You can purchase even more affordably on our webshop www.stahlnetz.de. For orders placed on the webshop, you will exclusively receive the StahlnetzBonus; otherwise, the bonus applies as follows:

Value per Order	StahlnetzBonus	Bonus
over 500 € up to 2.000	2 %	
€ over 2.000 € up to	5 %	4 %
4.000 € over 4.000 € up	8 %	6 %
to 6.000 € over 6.000 €	10 %	8 %

C 3. Delivery / Transfer of Risk

Delivery is always ex works plus transport packaging. The risk of price and performance transfers to the customer as soon as the goods leave the factory or warehouse; this applies regardless of who arranges or carries out the transport.

For German and Austrian delivery addresses, the costs of freight and packaging are displayed in the webshop. For deliveries to other foreign countries, the costs of freight, packaging, and customs clearance are individually agreed upon between the parties. If necessary, an energy and inflation surcharge may be applied.

Any deadlines and dates promised by us are always approximate unless expressly guaranteed or agreed upon as fixed deadlines or dates. If shipment has been agreed upon, delivery deadlines and dates refer to the time of transfer to the forwarder, carrier, or other third party responsible for transportation.

The compliance with our delivery deadline presupposes the timely and proper fulfillment of the customer's obligations, including the submission of correct and legible technical drawings for custom parts, the timely provision of workpieces to be processed for contract work, and immediate payment in the case of prepayment. As long as these obligations have not been fulfilled in full, the delivery deadline is interrupted. The delivery deadline is therefore subject to change and can only be definitively determined after the customer's obligations have been fulfilled.

We are not liable for delivery impossibility or delays caused by force majeure or other unforeseeable events at the time of contract conclusion that we are not responsible for. In the event of such events that significantly impede or make delivery or performance impossible and are not of a temporary nature, we are entitled to withdraw from the contract.

We are entitled to partial deliveries to a reasonable extent. Each partial delivery is considered the completion of a separate order within the meaning of these General Terms and Conditions and can be billed separately.

If we are in delay with a delivery or performance, or if a delivery or performance becomes impossible for any reason, our liability for damages is excluded, subject to Section C 11 of these General Terms and Conditions.

C 4. Conclusion of Contract

Our webshop constitutes a non-binding invitation for the customer to submit an offer. By ordering the goods, the customer makes a binding offer to conclude a purchase contract.

The contract is only concluded, regardless of the method of ordering (internet, telephone, fax, letter), through our explicit order confirmation in written form or by unconditional delivery. We also reserve the right to completely reject the conclusion of the contract.

Our deliveries, services, and offers are exclusively based on these terms and conditions. Supplementary agreements, assurances, contract modifications, and other deviating agreements are only effective if expressly confirmed by us in written form.

The information contained in our webshop, including illustrations, drawings, descriptions, dimensions, weights, performance and consumption data, delivery times, and information regarding the usability of our products, is only approximate unless explicitly designated as binding. Minor deviations from the description of our offer are deemed approved as long as they are reasonable for the customer, especially if they involve value-preserving or value-enhancing changes and/or deviations, or if the changes do not or only insignificantly affect the product's suitability for the intended use. This also applies to subsequent deliveries.

Typographical errors or calculation errors entitle us to withdraw from the contract if the customer rejects an adjustment. In this case, the customer has no right to compensation.

C 5. Prices

All prices are net prices plus the applicable statutory value-added tax and apply ex works or ex warehouse, excluding packaging. The prices published in our catalogs dated before March 1, 2022, are no longer valid. In the event of price changes, the prices published on the website www.stahlnetz.de at the time of formation shall prevail, subject to errors. You can also find our General Terms and Conditions, which are available for download or retrieval in their current version, on the website.

C 6. Payments

Payment is to be made, unless otherwise agreed, within 10 days from the date of the invoice with a 2% discount or within 30 days net. Invoice amounts below €25

are to be settled net. We reserve the right to require advance payment after a credit check before the start of production or delivery.

C 7. Default in Payment

If the customer defaults on a payment or fails to make immediate payment for agreed prepayment, we are entitled to withhold our deliveries and services until the agreed consideration has been provided, or, after a fruitless expiry of a reasonable grace period, to withdraw from the contract.

In the event of withdrawal, the customer must immediately return any items already delivered at their own expense. In this case, we are entitled to assert claims for compensation for expenses, including our own transportation costs, depreciation, and compensation for the use of the items.

In the case of payment default, we are entitled to charge default interest at the legally permissible rate. If we can demonstrate a higher default damage, we are entitled to claim it.

In the case of payment default, we charge a flat fee at the legally permissible rate. If the reminder remains unsuccessful, we are entitled to engage a collection agency or lawyers of our choice to collect the claim. The costs incurred thereby must be reimbursed, with the maximum amount for engaging a collection agency being determined by the rates applicable under the German Lawyers' Fees Act (RVG).

We are entitled to refuse outstanding deliveries and services if, after the conclusion of the contract, circumstances become known to us which are likely to significantly diminish the customer's creditworthiness and which jeopardize the payment of our outstanding claims by the customer under the respective contractual relationship.

The right to withhold performance shall cease to apply if the consideration is provided or security is provided for it.

Security shall be provided in the form of an unconditional, unlimited, and self-executing guarantee issued by a European bank or a European credit insurer domiciled in a Member State of the European Union or Switzerland.

C 8. Retention of Title

The following agreed retention of title serves as security for all our current and future claims against the customer arising from the existing delivery relationship between the customer and us.

The sold goods, hereinafter referred to as reserved goods, remain our property until full payment of all secured claims. Upon full payment, ownership of the goods automatically transfers to the customer.

The customer is authorized to resell our reserved goods in the ordinary course of business. In this case, the customer hereby assigns to us, as security, all claims arising from the resale against the purchaser - pro rata in accordance with the co-ownership share - up to the amount of the respective invoice value, including value-added tax.

Notwithstanding this assignment, the customer is irrevocably authorized to collect the assigned claims in its own name. This collection authorization is only revoked in the event of realization.

If the customer's agreements with the purchaser contain an effective restriction on the assignment authority or if the third party makes the assignment subject to its approval, this must be immediately communicated to us in writing. In such cases, the customer irrevocably authorizes us to collect the claim in our own name and for the customer's account.

The customer also irrevocably provides payment instructions to the purchaser in our favor.

In the event that the reserved goods are processed by the customer, it is agreed that the processing is carried out in our name and for our account, and we immediately acquire ownership or, if the processing involves materials from multiple owners or the value of the processed item is higher than the value of the reserved goods, co-ownership (fractional ownership) of the newly created item in proportion to the value of the reserved goods compared to the value of the newly created item.

If third parties, in particular through seizure, access the reserved goods, the customer must immediately inform them of our ownership rights and inform us accordingly to enable us to enforce our ownership rights.

In the event of the customer's material breach of contract, especially in case of payment default, we are entitled to rescind the contract and demand the return of the reserved goods.

C 9. Transport Damage

Transport damage must be reported to us and the delivering carrier in writing immediately upon receipt of the shipment. Concealed damages must be reported to us and the delivering carrier in writing within three days of their discovery.

C 10. Defects, Warranty

The delivered items must be promptly inspected by the customer or the third party designated by the customer, immediately after delivery. They are considered approved if we do not receive a written notice of defects, concerning either obvious defects or other defects that were detectable during a prompt and careful examination, within seven working days after delivery or collection of the delivered item, or otherwise within seven working days after the discovery of the defect or any earlier time at which the defect was recognizable by the customer without further inspection. Defects in part of the delivered goods do not entitle the customer to complain about the entire delivery.

To the extent that a claim arising from a defect is not excluded as per the preceding paragraph, such claim shall expire one year from the date of the transfer of risk, unless a case under Section C 11. exists.

We warrant that our services, at the time of the transfer of risk, are free from defects in material or workmanship that would cancel or reduce their functionality under normal use. Moreover, we assume no warranty, particularly not for circumstances that do not lie within our sphere of influence at the time of the transfer of risk, such as defects in the information and documents provided by the customer. No warranty is provided for damages caused by unsuitable and improper storage, use, or modification of the goods by the customer or third parties, natural wear and tear, faulty or negligent handling, as well as extraordinary external influences that are not our responsibility, unless the customer proves that these circumstances are not causally related to the reported defect.

For the determination of our warranty obligation, it is agreed that the goods can either be inspected by us at the customer's location or returned to us by the customer, at our discretion.

In the event of a warranty claim, we will either rectify the defective products or, in exchange, provide replacements within a reasonable period. If a replacement delivery fails twice or if the attempt to rectify a defect fails twice, the customer may withdraw from the contract or demand a reduction in remuneration. Under the aforementioned conditions, we are also entitled to withdraw from the contract. The customer's rights under § 311a paragraph (2) BGB (German Civil Code) remain unaffected.

Further claims by the customer arising from defects in the delivered goods, such as claims for damages due to consequential damages from defects, are excluded, subject to the provisions of Section C 11.

We are not liable – subject to the provisions of Section C 11. – for damages that did not occur to the goods themselves, particularly not for lost profits, business interruption, or other financial losses of the customer. Our liability for defects is – subject to Section C 11. – limited in amount to the simple value of the goods that have defects. For consequential and delay damages, our liability – subject to Section C 11. – is in any case limited in amount to three times the value of the goods with defects, but at most 50% of the value of the sum of deliveries made in the last 12 months up to the time of the damage event. In this case, however, we shall be liable at least up to the amount of the simple value of the goods.

The above provisions shall apply mutatis mutandis to claims by the customer arising from suggestions or advice given as part of the order or from the breach of contractual ancillary obligations.

Complaints about defects do not affect the maturity of our payment claim, unless the defects have been acknowledged by us in writing or have become legally established.

C 11. General Limitation of Liability

Claims for damages, regardless of the legal basis, are excluded, unless otherwise provided in these General Terms and Conditions. This exclusion does not apply in cases of intent or gross negligence. Furthermore, the exclusion of liability does not apply in the event of a breach of essential, contractually significant obligations, in cases of injury to life, body, or health, as well as in cases of mandatory statutory liability under the Product Liability Act. The breach of obligations by us is equivalent to the breach by our legal representatives or vicarious agents.

The claim for damages due to the breach of essential, contractually significant obligations is limited to the foreseeable, typically occurring damage, unless there is intent or gross negligence or liability for the negligent or intentional violation of life, body, health, or in cases of mandatory statutory liability under the Product Liability Act.

To the extent that our liability for damages is excluded or limited, this also applies to the personal liability for damages of our employees, staff, representatives, and vicarious agents.

In the event that we should be liable for damages due to simple negligence, our liability for property or personal injury is limited to the coverage amount of our liability insurance. This does not apply to the replacement of foreseeable, contract-typical damages.

C 12. Limitation of Liability for Contract Work

In the case of contracts for contract work involving client-supplied products, the client is responsible for ensuring that the products provided are suitable for the intended contract work. The client is obliged to conduct a proper inspection of the products before delivering them for contract work. The client must provide timely and legible accompanying documents. We are not liable for errors or defects resulting from materials unsuitable for the intended processing or due to missing, faulty, or unclear accompanying documents.

If contract work performed by us does not achieve the agreed-upon result, we have the option to either waive our charges for the contract work in whole or in part or to repeat the contract work, possibly using a replacement component. Our liability for any damage to the component shall not exceed the value of the contract work we performed on that component. We are not liable for consequential or delay-related damages.

If an agreed-upon contract work proves to be impossible or not feasible as agreed, we reserve the right to refuse further contract work or substitute contract work without being obligated to compensate for any potential damage, regardless of the reason, unless a statutory provision prohibits an unconditional limitation of liability.

C 13. Returns

We accept undamaged standard goods, which were not specially procured or cut to the customer's specifications, in commercial quantities within a period of 6 weeks, provided they are delivered to one of our facilities free of charge, and we will credit the full purchase price of the goods. This right of return does not apply to customer-specific products such as specially heat-treated goods, raw material cuts, VarioDuct, VarioPlan®, VarioRond®, and custom dimensions of precision

flat steel or custom drawing parts, as well as unusually large quantities.

C 14. Miscellaneous

Claims of any kind may not be assigned or transferred in whole or in part to another party without our written consent. All business relationships between the contracting parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

Place of performance and jurisdiction is Hückeswagen.