

## Bernd Dümmig GmbH Non Ferrous Metals

### Terms and Conditions of Purchasing

The following terms and conditions apply to the extent that no deviating other agreements have been made.

Agreements made verbally or by telephone shall require written confirmation. Terms and conditions of delivery prescribed by Vendor shall only apply to the extent that they match the following terms and conditions. Non-confirmation of our terms and conditions of purchasing shall mean acknowledgement.

1. **Order:** If a written counter-confirmation is not received within 6 days, the order shall be deemed accepted. We can reject additional services and other admissible costs not agreed in writing in our order. As a matter of principle, it shall hold that the supplier assures that the goods supplied to us are its free and unencumbered property.
2. **Price:** To the extent that no other agreements have been made, the prices are understood exclusive of packaging. An obligation to purchase packaging materials shall not exist for us. By request, packaging shall be returned to suppliers freight forward with reimbursement of the additional costs, in which context we shall not be liable for damage.
3. **Delivery:** Place of performance for deliveries is Au am Rhein. If no other delivery date has been prescribed, our orders shall only apply for prompt delivery. Agreed dates must be complied with in all cases. If precise dates are stated on our part, these conclusions shall be deemed fixed-term transactions, even if this is not expressly confirmed in writing, in which we can make use of the rights accruing to us in the event of arrears in delivery without granting a period of grace. In cases of force majeure which can be proven credibly, we shall be entitled to cancel the contract partly or totally or to demand delivery at a later date without claims accruing to Vendor against us as a result. If cases of force majeure occur before the delivery date has expired, i.e. if delays can be foreseen as a result hereof, Vendor shall be obliged to notify us without delay.
4. **Payment:** Place of performance for payments is Au am Rhein. To the extent that no other agreements have been made, Vendor's invoices shall be regulated net cash following receipt and establishment of correctness of the goods in our warehouse or our consignee work, as the case may be. We shall be entitled to offset invoices from our vendors against deliveries which we have possibly made to them. In addition, we shall be entitled to offset against all claims which we have on the basis of our terms and conditions of purchasing from damages, warranty etc.. In the event of return of material not accepted by us for quality or other reasons, Vendor shall be obliged to repay the payments made by us for said goods without delay, also reimbursing interest from the date of our payment. Over and above this, we shall have the right to retain material which we have not accepted until receipt of the repayment to the extent that it has already been partly or totally paid for.
5. **Notification of defects:** Vendor waives the objection of delayed notification of defects. It shall be obliged to indemnify all costs and subsidiary costs incurred as a result of material defects. The prerequisite shall be that metals supplied have been examined for explosive materials and parts with a suspicion of explosion. Vendor shall be completely liable for damage caused by the delivery of such parts.
6. **Assignment of contracts:** Supply contracts concluded with us may not be assigned to third parties without our written approval. The same shall apply to counterclaims of our vendors from contracts with us.
7. **Foreign transactions:** For import and export transactions and conclusions based on a foreign transaction, our conclusions shall apply subject to approval by the competent authorities.
8. **Place of jurisdiction** is Rastatt
9. Apart from this, the statutory regulations according to the German Civil Code/German Commercial Code shall apply to our conclusions.
10. Use of the present order for advertising purposes is not permitted.