General Terms of Delivery (GTD)
Karl Georg Schobert Präzisions-Messzeug GmbH, Aschaffenburg
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§ 1 Scope of application
1. These GTD shall apply exclusively in addition to the other contractual agreements for all business transactions between us and the buyer, client or ordering party, hereinafter referred to as the buyer or ordering party, as well as for legal issues in preliminary negotiations and in the case of business-related contacts. We do not recognise other terms and conditions of the ordering party, even if we provide services without reservation or accept payment, unless we expressly agree to their validity in writing. This also applies to general terms and conditions other than the customer's general terms and conditions of purchase, in particular, but not limited to, the customer's quality assurance agreements, framework supply contracts, provision contracts, consignment stock contracts and confidentiality agreements, unless the provisions therein have been negotiated with us.
2. These GTD shall only apply to business transactions with companies within the meaning of § 14 BGB (German Civil Code); they shall also apply to all future business relations without renewed inclusion until we issue new GTD.
3. All agreements made between us and the customer within the framework of the contract negotiations shall be recorded in writing for reasons of proof and confirmed by both parties.
4. Additional agreements, subsequent contract amendments and the assumption of a guarantee, in particular the assurance of properties or the assumption of a procurement risk, must be made in writing if they are made by persons who are not authorised to represent the company. Our silence does not constitute consent.

§ 2 Consulting
1. Our advice is based on empirical values. If the advice extends to circumstances whose accuracy is beyond our control, such as the composition of raw materials or the services of subcontractors, the advice is non-binding. Failure to provide information does not constitute advice.
2. The advice extends as product and performance-related advice exclusively to the products supplied and services provided by us. It does not extend to advice that is not contract-related, i.e. explanations that are given without products being sold or services being provided by us.

§ 3 Conclusion of contract
1. Our offers are valid for 10 working days after receipt by the customer; they are subject to change and are considered an invitation to treat.
2. In principle, the order placed by the customer constitutes the application to conclude a contract. We will accept the application within 10 working days, unless a different acceptance period has been agreed.
3. The first processing of an offer is usually free of charge. Further offers and design work are only free of charge to the extent that the delivery contract is and remains valid.
4. descriptions and photographs of the products in technical documents, prospectuses, company brochures, catalogues, price lists, etc. are non-binding, unless their inclusion in the contract has been expressly agreed; they do not release the customer from carrying out their own checks.
Product and service descriptions on the internet can naturally only be of a general nature; if the customer wishes to derive binding agreements on quality or fitness for use for the application intended by him from them, he must refer to this in the order.
5. All information for the execution of the order must be provided in the order. This applies to all deliveries, services, works and other services provided by us. This includes, in particular, but not exclusively, information on article designation, quantity, dimensions, material, material composition, pre-treatments, processing specifications, treatment regulations, storage, standards and all other technical parameters and physical characteristics.
Missing, incorrect or incomplete information shall be deemed expressly not agreed and shall not establish any obligations on our part, either in terms of performance and warranty or in terms of claims for damages.
6. If the order placed by the customer differs from our offer, the customer shall make the differences separately identifiable.
7. We are entitled to obtain further information that serves the proper execution of the order.
8. Orders should be placed in writing or electronically (EDI); orders placed orally or by telephone are carried out at the customer's risk.
9. If the customer cancels an order that we have accepted, we are entitled, without prejudice to the possibility of claiming higher actual damages, to charge 10% of the delivery or service price for the costs incurred in processing the order and for lost profit. The customer reserves the right to prove that the damage is less.
10. We reserve the right to process the delivery or service items or have them processed in another company at no extra cost to the customer.

§ 4 Call-offs
1. Unless otherwise agreed, binding quantities must be communicated to us at least three months before the delivery date by call-off for delivery contracts on call-off. In individual cases, it may be necessary to extend this period, e.g. due to material delivery times.
2. Additional costs caused by a delayed call-off or subsequent changes to the call-off with regard to time or quantity by the customer shall be borne by the customer; our calculation shall be decisive in this regard.
3. Unless otherwise agreed, all call-off orders must be accepted within one year of the order being placed. If this period has expired, we are entitled to invoice the goods and to ship them at the customer's expense and risk or to withdraw from the contract immediately.

§ 5 Changes
1. Any changes to the delivery item or service after the contract has been concluded shall require a separate contractual agreement.
2. We reserve the right to make reasonable changes to the delivery item or service in the event of missing or incorrect information. Any disadvantages resulting from missing or incorrect information, in particular additional costs or damages, shall be borne by the customer.
3. We reserve the right to make technical changes to the delivery item or service that do not jeopardise the contractual objective.
4. Quantity variances customary in the industry are permissible up to a maximum of 10%.
5. Partial deliveries or services are permissible provided that this only insignificantly impairs use and does not jeopardise the purpose of the contract. They may be invoiced separately.

§ 6 Delivery time
1. Delivery dates, delivery periods and delivery times are ex works, unless otherwise agreed. If a delivery or performance period has been agreed, it shall commence upon dispatch of the order confirmation, but not before all details of the order have been fully clarified and the customer has duly fulfilled all its obligations to cooperate; the same shall apply to delivery or performance dates.
2. In the event of mutually agreed changes to the subject matter of the contract, new delivery or performance deadlines and delivery or performance dates shall be agreed.
This shall also apply if the subject matter of the contract has been renegotiated after the contract has been concluded, without any change having been made to the subject matter of the contract.
3. delivery or performance deadlines and delivery or performance dates are subject to defect-free and timely delivery by our suppliers as well as unforeseeable production disruptions.
4. the delivery or performance time is met if the delivery or performance item has left our factory by the time of its expiry or has been handed over to the contracted transport company at our factory or we have been notified that it is ready for collection.
5. We are entitled to provide the agreed delivery or service before the agreed time.

§ 7 Default of acceptance and default of acceptance
1. If the customer does not accept the goods on the agreed delivery/service date or at the end of the agreed delivery/service period due to circumstances for which he is responsible, we are entitled to compensation for the resulting additional expenses. In particular, we are entitled to charge the customer storage costs of 0.5% for each month or part thereof, up to a maximum of 5%

of the delivery or service price. The contracting parties are at liberty to prove that higher or lower storage costs have been incurred.
2. We are authorised to determine a suitable storage location at the expense and risk of the customer and to insure the delivery or service items at the customer's expense.
3. If we are entitled to claim compensation in lieu of performance, we may, without prejudice to the possibility of claiming higher actual damages, claim 15% of the price as compensation, unless the customer can prove that no damage has occurred at all or that it is significantly lower than the flat rate.

§ 8 Delay in Delivery or Performance
1. If we fail to meet the delivery or performance date or the delivery or performance period, the customer shall grant us a reasonable extension of time, at least in text form.
2. The customer shall be entitled to withdraw from the contract if the extension has expired without success.
3. If we are responsible for the failure to meet agreed deadlines, the customer may – provided that it can credibly demonstrate that it has suffered damage as a result – demand compensation for each full week of delay of 0.5%, but not more than 10% in total, of the net price for the delivery or service affected by the delay. This limitation of liability shall not apply if timely delivery/provision of service has been agreed as a material contractual obligation or if we are responsible for the failure to comply due to intent or gross negligence.
4. At our request, the customer shall declare within a reasonable period of time whether it will withdraw from the contract due to the delay in delivery or service, demand compensation in lieu of performance or insist on delivery.
5. Fixed-date transactions in the sense of § 376 HGB (German Commercial Code) require a written agreement.

§ 9 Force majeure, contract adjustment
1. In cases of force majeure, our delivery and performance deadlines shall be extended by the duration of the disruption that has occurred. Force majeure includes circumstances for which we are not responsible, such as war, fire, pandemics, epidemics, industrial disputes, strikes, lockouts, traffic disruptions, acts of God, business interruptions, significant operational disruptions, such as shortages of raw materials, materials or energy at our company, contracted subcontractors or suppliers. This shall also apply if we were already in default when these circumstances occurred. We shall inform the customer immediately of the beginning and end of such hindrances.
2. If events within the meaning of the above paragraph 1 or circumstances within the meaning of § 313 BGB substantially change the economic significance or the content of the delivery/service or have a significant effect on our operations, we are entitled to adjust the contract appropriately in good faith. Insofar as this is not economically justifiable, we have the right to withdraw from the contract without compensation. If we wish to exercise this right of withdrawal, we must notify the customer of this immediately after becoming aware of the consequences of the event, even if an extension of the delivery time had initially been agreed with the customer.
3. A right of emergency production reserved by the customer for these cases is excluded, unless this has been agreed with us in an individual contract.

§ 10 Price and payment terms
1. Unless otherwise agreed, all prices are in euros, net, ex works, plus the statutory value added tax at the time of invoicing. Ancillary costs such as packaging, freight, shipping costs, customs duties, assembly, insurance and bank charges will be invoiced separately. We will only insure the goods to be shipped at the request and expense of the customer.
2. If there is a significant (>10%) change in wage, energy and/or transport costs, as well as in the purchase price of primary materials and the associated surcharges, such as scrap, alloy or energy surcharges, each of the contracting parties is entitled to adjust the price accordingly, taking into account and disclosing these factors. If the pre-supplier levies surcharges on the price of the semi-finished products, mtl. will invoice these to the customer, depending on the quantity delivered, with a list and statement of the individual surcharges for the respective article.
3. We are also entitled to adjust the agreed price appropriately if changes arise before or during the execution of the order because the information provided by the customer and the documents provided were incorrect or if the customer requests changes.
4. We are entitled to demand a reasonable advance payment upon conclusion of the contract.
5. If no binding order quantity has been agreed, we will base our calculation on the non-binding order quantity (target quantity/forecast) expected by the customer for a certain period of time. If the customer purchases less than the target quantity, we are entitled to increase the unit price appropriately.
6. Unless otherwise agreed, invoices are due within 10 days net from the invoice date. They are to be paid without deductions. In the event of non-payment, the customer shall be in default without further reminder. Discounts and rebates shall only be granted by special agreement. Partial payments require a separate written agreement.
7. Payment by bill of exchange requires a separate prior agreement. The customer shall bear discount charges and bill of exchange costs. Invoice settlement by cheque or bill of exchange is only made on account of performance and is only valid as payment after unconditional crediting.
8. If there are several outstanding claims from us against the customer and if the customer's payments are not made against a specific claim, we are entitled to determine which of the outstanding claims the payment has been made against.
9. In the event of default, deferment or partial payment, we shall be entitled to demand default interest at the customary bank rate, but at least 10 percentage points p.a. above the respective base interest rate, and to withhold further services until all due invoices have been settled. We reserve the right to prove higher damages.
10. If justified doubts arise regarding the solvency or creditworthiness of the customer, e.g. due to slow payment, default in payment or cheque protest, we shall be entitled to demand securities or cash payment concurrently with our performance. If the customer does not comply with this request within a reasonable period of time, we are entitled to withdraw from the unfulfilled part of the contract or to stop deliveries until payments are received. The deadline is unnecessary if the customer is clearly unable to provide security.
11. The customer is only entitled to offset claims against us if his counterclaim is undisputed, legally established or ready for judgement. The assignment of claims against us that are not monetary claims requires our consent.
12. The customer shall only have a right of retention if the counterclaim is based on the same contractual relationship and is undisputed or has been finally upheld in a court of law or is contested but ready for a decision. If one of our performances is indisputably defective, the customer shall only have a right of retention to the extent that the amount withheld is in reasonable proportion to the defects and the likely costs of remedying the defects.
13. The payment deadlines shall also remain in force if delays in delivery occur through no fault of our own.
14. In order for us to be exempt from VAT for intra-Community deliveries, we require a so-called entry certificate from the customer. The customer is therefore obliged to confirm to us in writing after receipt of the contractual object that he, as the recipient, has received the contractual object as the object of an intra-Community delivery.
15. Insofar as value added tax is not included in our invoice, in particular because we assume, based on the information provided by the customer, that the delivery is an 'intra-Community delivery' within the meaning of § 4 No. 1 b in conjunction with § 6 a UStG) and we are retrospectively charged with VAT (§ 6 a IV UStG), the customer is obliged to pay us the amount with which we are charged. This obligation exists regardless of whether we subsequently have to pay VAT, import sales tax or comparable taxes in Germany or abroad.

§ 11 Place of Performance, Transfer of Risk, Packaging
1. The place of performance for the services specified in the order and for payments is our registered office.
2. The customer is obliged to accept the goods as soon as we have notified him of the completion of the services specified in the order. If the customer does not accept the goods within two weeks of notification, acceptance shall be deemed to have taken place.
3. Deliveries are EXW of the Incoterms 2020 ex works at the expense and risk of the customer. The risk of destruction, loss or damage to the goods passes to the customer upon notification of the completion of the goods. Insofar as shipping has been agreed, the risk passes to the customer upon dispatch of the goods or their handover to the transport company.
4. Unless otherwise agreed, we shall determine the type and extent of packaging. Disposable packaging shall be disposed of by the customer.
5. If delivery is made in loaned packaging, this shall be returned

carriage paid within 20 days of receipt of the delivery. The customer shall be liable for any loss of or damage to the loaned packaging.
Loan packaging must not be used for other purposes or to hold other items. It is intended solely for the transport of the delivered goods. Labelling must not be removed.
6. If the goods are damaged or lost during transport, the customer must immediately arrange for an inventory to be taken and notify us accordingly. Claims arising from any transport damage must be asserted by the customer against the carrier without delay.

§ 12 Inspection and notification of defects
1. The customer is obliged to inspect the goods in accordance with § 377 of the German Commercial Code (HGB) or comparable foreign or international provisions immediately after delivery and to notify us in writing or text form of any defects and damage detected during this inspection or at a later date immediately after their discovery. Otherwise, the delivery shall be deemed to have been approved free of defects.
2. The further use of defective deliveries or services is not permitted. If a defect could not be detected in the incoming goods department or during the provision of the service, all further use of the delivery or service item must be discontinued immediately after detection.
3. The customer shall provide us with a representative quantity of defective parts without delay. He shall grant us the time necessary to examine the notified defect. In the event of unjustified complaints, we reserve the right to charge the customer for the inspection costs incurred.
4. The notification of defects does not release the customer from his payment obligations.

§ 13 Warranty
1. The basis for liability for defects is the quality of the delivery and service items agreed between us and the customer. If no quality has been agreed, the presence of a defect shall be determined in accordance with § 434 BGB in the version valid until the end of 2021. If the delivery or service items are defective, we shall be entitled, at our own discretion, to rectify the defect, provide a replacement delivery or issue a credit note within a reasonable period of time.
2. improvements by the customer or third parties commissioned by him require our consent. In urgent cases, they are only permissible if we have been given a deadline, even if it is short, for improvement, which has expired unsuccessfully or we have rejected the improvement within this period.
3. in the case of third-party products, even if they have been incorporated into the delivery products or used in some other way, we shall be entitled to initially limit our liability to the assignment of the warranty claims to which we are entitled against the supplier of the third-party products, unless the satisfaction from the assigned right fails or the assigned claim cannot be enforced for other reasons.
4. Claims of the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour, material and replacement costs, are excluded if the expenses increase because the goods have subsequently been taken to a place other than the original place of performance, unless this is in accordance with their intended use. This applies accordingly to claims for reimbursement of expenses by the buyer in accordance with § 445a BGB, provided that the last contract in the supply chain is not a consumer goods purchase.
5. We may refuse the type of supplementary performance chosen by the buyer if it is only possible at disproportionate cost. It must also be examined whether a possible defect in the item can be remedied by other, less cost-intensive measures.
6. The same warranty conditions shall apply to replacement deliveries and rectifications as to the originally delivered goods.
7. Only the direct customer shall be entitled to make warranty claims against us and these shall not be transferable without our consent.
8. As a supplier of semi-finished products and individual parts intended for use in the buyer's products, we are not a supplier in the sense of §§ 445 a, 445 b and 478 BGB (German Civil Code).
9. Unless otherwise agreed, the above paragraphs constitute the final warranty for our products and services.
10. Our products do not contain any digital content or services and are not considered to be associated with them.
11. The buyer is responsible for the comprehensive specification and quality agreement of the purchased item. In particular, it is the buyer's responsibility to specify the intended use of the delivery products for his application.
We shall not be bound by public statements made by or on behalf of another party in the contractual chain, in particular in advertising or on the label.
Accessories including packaging, assembly, installation or other instructions shall be supplied in accordance with the contractual agreement.

§ 14 Defects of title, property rights
1. orders based on drawings, sketches or other information provided to us shall be carried out at the customer's risk. If a third party prohibits us from manufacturing or delivering goods on the basis of a property right belonging to that third party, we shall be entitled – without examining the legal situation – to cease work until the legal situation has been clarified by the customer and the third party. If, due to the delay, the continuation of the order is no longer reasonable for us, we shall be entitled to withdraw from the contract. If, as a result of the execution of such orders, we infringe third-party industrial property rights, the customer shall indemnify us against claims by the holders of such rights and shall reimburse us for the costs and damages incurred by us in this respect.
3. In the event of defects of title, we shall be entitled, at our discretion, to obtain the necessary licences or to remedy the defects by modifying the goods or services to a reasonable extent.
4. Unless otherwise agreed, our liability for the infringement of third-party intellectual property rights shall be limited only to those intellectual property rights that are registered and published in Germany.
5. We reserve all property rights, industrial property rights and copyrights to the materials, products, designs, moulds, samples, services, drawings, illustrations, calculations and other (technical) documents provided by us. Disclosure to third parties requires our prior written consent. In the case of planning services provided by us, the customer recognises our intellectual authorship.

§ 15 Liability
1. We shall only be liable for the company's liabilities to the extent of the company's assets.
2. In the event of simple negligence, we shall only be liable if a material contractual obligation has been breached. In this case, liability shall be limited to foreseeable damages that are typical for the contract. This shall also apply to the customer's claims under tort law.
3. In the case of warranted characteristics, our liability is limited to the scope and amount of our existing product liability insurance. The scope of the cover corresponds to the recommendations of the German Insurance Association for business and product liability insurance. The amount of cover for the insured events included in the insurance contract is at least €2.5 million per claim and twice that amount per insurance year. If this does not occur or does not occur in full, we shall be liable up to the amount of the sum insured.
4. claims for damages due to personal injury and claims arising from the Product Liability Act are subject to the statutory provisions.
5. our suppliers are not our agents in relation to the buyer. Therefore, we cannot be held responsible for any fault on the part of our suppliers.
6. Any further liability for damages than that provided for in the above provisions is excluded. The customer shall only have recourse claims against us to the extent that the customer has not entered into any agreements with its customer that go beyond the statutory claims for defects and damages. We shall not be liable if the customer has effectively limited its liability towards its customer.
7. Insofar as our liability is limited or excluded, this shall also apply to the personal liability of our employees, workers, staff, representatives, agents and vicarious agents.
8. Insofar as our liability is limited or excluded, the customer is obliged to release us from third-party claims upon request.
9. The customer is obliged to notify us immediately, at least in text form, if he is aware of any third-party claims that could be related to the delivery of our products or services, and to reserve all defensive measures and settlement negotiations for us.

§ 16 Limitation
1. The limitation period for claims and rights arising from defects in our products, services and work performance, as well as the resulting damages, is 1 year. This does not apply if the law prescribes longer periods. The beginning of the limitation period is governed by the statutory provisions.
2. The limitation period according to paragraph 1, sentence 1

shall also not apply in the case of intent, if we have fraudulently concealed the defect or have assumed a guarantee of quality, in the case of claims for damages due to personal injury or infringement of the liberty of a person, in the case of claims under the Product Liability Act and in the case of a grossly negligent breach of duty or in the case of a breach of material contractual obligations.
3. Subsequent performance measures shall neither suspend the limitation period applicable to the original performance nor cause the limitation period to start anew.

§ 17 Retention of title and acquisition of title
1. We retain title to all contractual items until all claims to which we are entitled under the business relationship with the customer have been settled in full.
2. If our property is processed, combined or mixed with third-party property, we shall acquire ownership of the new item in accordance with § 947 BGB.
3. If processing, combining or mixing is carried out in such a way that the third-party service is to be regarded as the main item, we shall acquire ownership in the ratio of the value of our service to the third-party service at the time of processing.
4. If we acquire ownership of an item through our performance, we reserve ownership of this item until all existing claims arising from the business relationship with the customer have been settled.
5. The customer is obliged to store the reserved goods carefully and, if necessary, to carry out maintenance and repair work in good time at his own expense. The customer shall insure the reserved goods at its own expense against loss and damage. Any security interests arising in the event of damage shall be assigned to us.
6. The customer shall be entitled to resell the goods to which we have (co-)ownership in the ordinary course of business as long as it fulfils its obligations arising from the business relationship with us. In this case, the claim arising from the sale shall be deemed assigned to us in the same proportion as the value of our performance secured by the reservation of title bears to the total value of the sold goods. The customer shall remain entitled to collect this claim even after the assignment. Our authority to collect this claim ourselves shall remain unaffected.
7. The right of the customer to dispose of the goods subject to our retention of title and to collect the claims assigned to us shall lapse as soon as he no longer meets his payment obligations or an application for the opening of insolvency proceedings is filed. In these cases, as well as in the event of any other breach of contract on the part of the customer, we shall be entitled to take back the goods delivered under retention of title.
8. The customer shall inform us immediately if there are any risks to the customer's reserved property, in particular in the event of insolvency, inability to pay and enforcement measures. At our request, the customer shall provide us with all necessary information about the stock of goods to which we have title and about the claims assigned to us, and shall also inform his customers of the assignment. The customer shall support us in all measures necessary to protect our (co-)ownership and shall bear the costs resulting therefrom.
9. We shall have a right of lien on the customer's property that has come into our possession on the basis of the contract for all claims arising from the contract. The right of lien can also be asserted for claims arising from earlier deliveries or services, insofar as these are related to the delivery or service item.
The right of lien shall apply to other claims arising from the business relationship to the extent that these are undisputed or have been legally established. §§ 1204 ff. BGB and § 50 para. 1 of the Insolvency Code shall apply accordingly.
10. If the realisable value of the securities exceeds our claims by more than 15%, we shall release securities of our own choice at the customer's request.

§ 18 Means of production
1. If special means of production, such as samples, tools and templates, are required to fulfil the order, we shall become or remain the owner of the means of production manufactured by us or by a third party commissioned by us; this shall also apply if the customer pays a share of the costs for the means of production.
2. the manufacturing equipment will only be used for the customer's orders as long as the customer meets his payment and acceptance obligations. We are only obliged to maintain and replace these tools free of charge if this is necessary to fulfil an output quantity guaranteed to the customer.
3. Unless otherwise agreed, the manufacturing costs for the means of production shall be invoiced separately from the goods to be delivered. This shall also apply to tools that need to be replaced due to wear.
Pro-rata tool costs are listed separately in the offer and in the order confirmation; they are due without deduction upon conclusion of the contract. Furthermore, it should be stated therein whether and how any paid tooling costs are amortised.
4. If it has been agreed that the customer should become the owner of the tools, ownership of the tools shall pass to him upon payment of the purchase price for the tools. Transfer of the tools to the customer is replaced by our duty of safekeeping. Regardless of the customer's statutory right to recover possession and of the service life of the tools, we are entitled to exclusive possession of the tools until the customer has accepted a minimum quantity to be agreed or until a specified period has expired. We shall mark the tools as third-party property and insure them at the customer's request and expense.
5. If the customer suspends or terminates the cooperation during the production period of the means of production, all manufacturing costs incurred up to that point shall be borne by the customer, unless we are responsible for the termination.
6. in the case of tools belonging to the customer in accordance with paragraph 4 or in the case of tools provided by the customer on loan, our liability with regard to storage and care is limited to the care we take of our own property. The customer bears the costs for maintenance and insurance. Our obligations shall lapse if the customer has not collected the tools within 14 days of being requested to do so.
7. We shall have a right of retention to the tools as long as the customer does not fully meet his contractual obligations. The statutory liens to which we are entitled shall remain unaffected.

§ 19 Provision of materials, processing, usability
If the customer provides us with materials or other items, hereinafter also referred to as goods, for processing, the following provisions shall apply:
1. the goods provided to us shall be inspected by us upon delivery only for externally recognisable defects and damage. We shall not be obliged to carry out any further inspections. The customer shall be notified of any defects or damage discovered within 10 working days of their discovery.
2. The goods provided to us must be made of a material that can be easily processed and must be of normal or agreed quality. Otherwise, we will charge the customer for the necessary additional costs. If the quality required in accordance with sentence 1 is not met, the agreed delivery and performance periods of our company shall be extended by a period equal to the resulting delay.
3. If the goods prove to be unusable due to material defects, the processing costs incurred by us shall be reimbursed.
4. We shall not be liable for damage caused by inaccurate labelling and marking of the material supplied by the customer.
5. The customer is obliged to reimburse us for all costs and damages, including lost profits, incurred by us as a result of the provision of material that is not suitable for processing.
6. No compensation will be paid for scrap that occurs to the extent that is customary in the industry.
7. Unless otherwise agreed, we will decide on the usability of raw materials that arise during processing by us.
8. Should recyclable raw materials, waste materials or scrap parts, as well as scrap parts, etc., arise during processing, these automatically become our property.
9. The customer shall not receive any reimbursements or credit notes for proceeds from these, as these have already been included in the respective purchase or offer price.
10. In the case of non-recyclable materials, we can charge the corresponding disposal costs.

§ 20 Termination
The customer's right of cancellation as per § 648 BGB (German Civil Code) is excluded, unless long-term contracts are involved.

§ 21 Compliance
Compliance with the relevant national laws and official regulations as well as EU regulations applicable to our products and services is a fundamental principle of our corporate governance. We maintain a management system that is committed to the goal of environmentally and socially responsible and sustainable corporate governance. Insofar as we are legally required to do so, we also endeavour, within the scope of our contractual possibilities, to ensure that our direct suppliers implement such a management system. Any further requirements must be expressly agreed with us in order to be binding on us.

§ 22 Confidentiality
1. The purchaser is obliged to treat all aspects of the business relationship worthy of protection as confidential. In particular, he will treat as business secrets all commercial and technical details that are not obvious and that become known to him through the business relationship. The confidentiality obligation does not extend to information or aspects of the business relationship that were already in the public domain at the time of disclosure, or to information or aspects of the business relationship that were demonstrably known to the contractual partner before we disclosed them. The customer shall ensure that its employees are also bound to confidentiality accordingly.
2. The reproduction of the documents provided to the customer is only permitted within the scope of operational requirements and copyright provisions.
3. All documents may not be made accessible to third parties, either in whole or in part, or used for purposes other than those for which they were provided to the customer without our written consent.
4. Disclosure of the business relationship with us to third parties, even in part, may only take place with our prior written consent; the customer shall also oblige the third parties to maintain confidentiality by means of a similar agreement.
5. The customer may only advertise its business relationship with us with our prior written consent; it shall be obliged to maintain confidentiality even after the end of the business relationship.

§ 23 Export and Import Ability
1. The customer is responsible for observing and implementing the relevant foreign trade law provisions (e.g. import licences, foreign exchange transfer permits, etc.) and other laws applicable outside the Federal Republic of Germany. The risk of the export and import capability of ordered products lies with the customer.
2. The deliveries and services (contract fulfilment) are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control provisions, embargoes or other sanctions.
3. The customer is obliged to provide all information and documents required for export/transfer/import.
4. Delays due to export checks or approval procedures shall extend deadlines and delivery times by the duration of the delay.

§ 24 Place of jurisdiction and applicable law
1. If the customer is a merchant, the place of jurisdiction shall be, at our discretion, the court having jurisdiction for our place of business or the customer's place of business.
2. The law of the Federal Republic of Germany shall apply exclusively to the business relationship with the customer. The applicability of the CISG – 'UN Sales Convention' is excluded.
3. Should individual parts of these GTD be ineffective, the effectiveness of the remaining provisions shall not be affected.

§ 25 Data protection
We treat all data of the customer exclusively for the purposes of the business transaction and according to the specifications of the currently valid data protection regulations. The customer also has a right to information about his personal data collected, processed and used by us upon written request.

§ 26 Information security
1.The customer is obliged to take appropriate measures to protect the confidential data and information provided to him from unauthorised access, loss or misuse.
2. The customer should take appropriate security precautions in accordance with recognised standards (e.g. ISO 27001), in particular when using IT systems or cloud services.
3. The customer shall immediately inform the supplier of any security vulnerabilities or cyber incidents that may affect the agreed services.
4. The supplier reserves the right to make security-critical adjustments to the products or services if this is necessary to protect their integrity and availability.
5. Confidential information shall be used exclusively for the purposes of the business relationship and shall not be passed on to third parties.
6. Should a party to the contract become aware of a data breach or security violation, the other party is to be notified immediately.

§ 27 Contact details

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