

General terms and conditions

01. Provisions deviating from the following or the statutory provisions - in particular in the purchaser's terms and conditions of purchase - shall only be binding on us if they have been confirmed by us in writing. The unconditional delivery of refined goods, performance of services or acceptance of payments does not imply any acknowledgement of deviating provisions on our part.

02. Our offers are subject to change without notice; a contract is only concluded upon uncontradicted receipt of raw goods for refinement or by our written or oral order confirmation.

03. The scope of the deliveries or services shall be determined by the written declarations of both parties, in particular the information given on the delivery note for the raw goods. If a contract has been concluded without such mutual declarations, either the written order confirmation of the supplier or, if no such confirmation has been issued, the written order of the customer shall be decisive.

04. If a processing price quoted by us proves to be untenable upon examination of the raw goods received - or the desired surface treatment or surface refinement proves to be technically unfeasible, the customer will be informed immediately and, if possible, will receive an alternative offer for release.

05. Drawings of parts to be refined as well as delivery, winding, testing and packaging instructions to be observed must be submitted to us with the inquiry, but at the latest with the raw goods. If these are not available to us on receipt of the raw goods, we shall not be liable for any consequential costs and damages incurred by the customer due to non-compliance with the instruction(s). The same applies to new editions and changes of drawings and regulations.

06. Tools and special devices remain our property, even if the customer reimburses us for their manufacture and/or installation in whole or in part.

07. Our processing prices shall apply ex works, excluding packaging, plus statutory VAT, in the case of free delivery of the raw goods. Other prices are only possible in exceptional cases by agreement with written confirmation. The calculation of the VAT is of course not applicable for deliveries abroad.

08. Place of performance for the delivery is the location of our supplying plant.

09. Unless otherwise agreed, we shall notify the customer that the finished goods are ready for collection and the customer shall arrange for collection at his own risk and expense. In doing so, he determines the type of dispatch, dispatch route and carrier.

10. The return shipment or onward shipment of the finished goods shall be made in the packaging in which the raw goods were delivered. Special packaging requests require a separate agreement with written confirmation and presuppose that the costs are borne by the purchaser.

11. Our terms of payment are: "payable net within 14 days after receipt of invoice". For invoices with precious metal content, "payable immediately net without deduction" applies.

12. The precious metal shall be calculated on the basis of the trading rate for "Precious metal processed" valid on the day of delivery (quotation 'refining' daily from 14.00 h under '<http://pmm.umicore.com/de/preise>').

13. Services rendered within the scope of surface finishing or surface treatment secure us a retention of title to the delivered goods to the extent of the outstanding claim(s). If the goods are further processed or treated by the purchaser or his customer, our retention of title extends to the entire new item.

14. In the case of open claims, we reserve the right to retain raw or finished goods available in our company until our claims have been settled.

15. Furthermore, we reserve the right to demand advance payment or the provision of security in the amount of the invoice value if circumstances subsequently arise or become known to us which endanger our claim. Our request must be addressed to the purchaser in writing. If he does not provide advance payment or security within one week of receipt of the letter, we shall be entitled to withdraw from the contract without setting a further deadline.

16. If an agreed delivery date is exceeded by us, the customer shall grant us a reasonable period of grace. In the event of force majeure, our delivery obligations shall be suspended; if there is a significant change in the circumstances existing at the time of conclusion of the contract, we shall be entitled to withdraw from the contract. The same shall apply in the event of a shortage of energy or raw materials, industrial disputes, official decrees, traffic or operational disruptions or if sub-suppliers do not supply us, do not supply us on time or do not supply us properly.

17. Complaints, in particular notices of defects, must be received by us in writing without delay, but at the latest within 10 days of receipt of the goods (in the case of hidden defects without delay, at the latest within 10 days of their discovery).

18. If a justified complaint is demonstrably and clearly attributable to our fault, we have the right to rectify the parts free of charge. If the rectification fails or the replacement delivery is again defective, we shall be liable in the event of damage only up to the amount of the order value of the parts to which the complaint relates. In this case we will either credit the corresponding amount or offer a free treatment of replacement parts.

19. Defects occurring during the treatment which were not previously recognizable shall entitle us, at our discretion, either to withdraw from the order and return the goods in the respective condition or to invoice the additional expenditure incurred.

20. Hollow goods are not checked for leaks. Repair requests must be notified in writing when the order is placed.

21. With regard to the coating of so-called 'barrel parts', i.e. loose parts in the barrel, mechanical damage - especially to external threads - cannot be ruled out due to the process. A thread test cannot be carried out. Parts with flat geometry tend to stick or adhere to the barrel wall (perforation spots). Other parts tend to jam. In addition, mixing with foreign parts cannot be 100% excluded. This can possibly only be remedied by coating individual parts on the frame or by changing over to coil coating.

22. Unless otherwise expressly agreed, quality inspections as well as inspections of layer thicknesses and tolerances shall be carried out randomly and/or at our discretion.

23. We will deliver missing quantities, as far as this is reasonable for us. However, the determination of scrap and shortfall quantities for serial parts must be made individually and by mutual agreement.

24. The value of the goods to be processed is not known to us. We only insure the value of the finishing at your expense unless you expressly object.

25. The law of the Federal Republic of Germany shall apply to all legal relations between the customer and us.

26. Place of performance and jurisdiction is Potsdam.

27. Should individual provisions of these terms and conditions be ineffective in whole or in part, the validity of the remaining provisions shall remain unaffected.