

Standard Selling Terms and Conditions of Edelstahl Service Center Burg GmbH

Version 10/2026. These terms supersede all earlier versions, in particular the version of 01/2016.

These Standard Selling Terms and Conditions are a translation of the German original. The German version prevails unless English has been expressly agreed as the language of the contract (see n° 18 (2)).

1. Applicability

- (1) All our deliveries and services under the contract between us and the customer shall be made or rendered exclusively under these Standard Selling Terms and Conditions (SSTC). We do not acknowledge any terms or conditions of the customer which are contrary to or deviating from these SSTC unless we expressly agreed to their applicability in text form. These SSTC shall apply also if we have knowledge of deviating standard terms and conditions of the customer but effect delivery to the customer without reservation.
- (2) The contract, of which these terms and conditions are a component part, and these SSTC contain all agreements reached between us and the customer to implement the contract. There are no collateral agreements.
- (3) These SSTC shall apply also to all future transactions with the customer without our having to refer to them again in each individual case.
- (4) These SSTC exclusively apply to undertakings, legal persons under public law and special funds under public law within the meaning of section 310 (1) of the German Civil Code (Bürgerliches Gesetzbuch, BGB). They do not apply to consumers within the meaning of section 13 BGB; we do not conclude contracts with consumers.

2. Offer, conclusion of contract

- (1) Our offers are unbinding unless otherwise expressly stated in the respective offer.
- (2) Any offers to or orders placed by the customer shall not be deemed accepted until we confirm them in text form (order confirmation). Our silence to such offer or order shall not be deemed an acceptance.
- (3) Any statements as to the conclusion, amendment or termination of contracts must be made in text form (section 126b BGB) to be valid. E-mail is sufficient.
- (4) Our public statements, in particular those in connection with advertising or labelling, are not an agreement on quality and not a guarantee.
- (5) In case of doubt, the Incoterms as of the date when the contract was concluded shall be authoritative for the interpretation of standard trade terms.

3. Submitted documents

We retain title and copyright to all documents, drawings, samples, models and data sets we provided to the customer in connection with order placing. Such documents shall not be made accessible to any third party unless we give our prior consent in text form. Documents the customer provides to us — in particular drawings and production data for cut parts and formed parts — are used by us exclusively for quotation and order processing; they remain the property of the customer and are not made accessible to third parties except where this is necessary to perform the order.

4. Prices, VAT

- (1) The prices specified in the order confirmation are authoritative. Unless expressly agreed otherwise they apply ex works Burg, excluding packaging, freight and insurance, and exclusive of statutory VAT. VAT shall be added and specified separately in the invoice at the rate applicable on the date of invoice.
- (2) For products made of nickel-chromium steels and other alloyed materials, the alloy surcharge forms part of the price. Unless a fixed price has been expressly agreed, the alloy surcharge is calculated on the basis of the publicly available quotation applicable at the time of delivery and underlying the order confirmation. We will substantiate the basis of calculation upon request.
- (3) If cost changes for which we are not responsible occur after conclusion of the contract and more than two months lie between conclusion of the contract and the agreed delivery date, we are entitled to adjust the price to a reasonable extent; this applies in particular to changes in collective agreements, raw material, alloy, energy and freight costs and to the introduction of or change to public taxes or charges. We will pass on cost reductions to the same extent. Upon request, evidence of the change shall be submitted. If the increase exceeds 10 % of the agreed price, the customer is entitled to withdraw from the contract.
- (4) For deliveries from one member state of the European Union to another, the applicable VAT provisions of the European Union and their implementation into national law shall apply. The customer shall notify us of its valid VAT identification number and of any change without undue delay.

5. Payment

- (1) The payment terms set out in the order confirmation are authoritative. If the order confirmation does not contain payment terms, the purchase price shall be paid without deduction within 30 days from receipt of invoice. The entry on our bank account is authoritative for the date of payment. Cheques shall not be deemed paid until cashed irrevocably.
- (2) Deduction of cash discount is permitted after prior agreement in text form only.
- (3) If the customer is in default of payment, the statutory provisions shall apply. Pursuant to section 288 (2) BGB, default interest amounts to nine percentage points above the base rate (section 247 BGB); in addition, we are entitled to the lump sum under section 288 (5) BGB. We reserve the right to claim further damage caused by delay.
- (4) If we are obliged to perform in advance and a considerable deterioration in the customer's assets occurs after conclusion of the contract which endangers payment of the purchase price, in particular if the customer suspends payment or if a petition for institution of insolvency proceedings regarding the customer's assets is filed, we are entitled to suspend delivery until the purchase price is paid or a security is submitted. In case the customer neither effects payment nor submits a security within reasonable time, we are entitled to withdraw from the contract, and any claims of the customer for compensation or indemnification shall then be excluded.
- (5) If the customer is in default of payment, we are further entitled to prohibit further processing of the goods delivered, to demand advance payment or security for deliveries still outstanding and to revoke the collection authorization under n° 7 (6). The customer may avert these consequences by providing security in the amount of our endangered payment claim.
- (6) To the extent the contract provides for a letter of credit, we are not obliged to fulfil obligations under the contract until we have received such letter of credit.

6. Set-off, right of retention

- (1) The customer is entitled to set off only if the customer's counter-claims have been confirmed by final court decision or are uncontested. The customer is entitled to exercise its right of retention only if its counter-claim is based on the same contractual relationship.
- (2) We may set off any claims we are entitled to vis-à-vis the customer against any claims the customer is entitled to vis-à-vis us, irrespective of their legal ground.

7. Comprehensive retention of title

- (1) The following agreement on retention of title serves the safeguarding of all present and future claims we have against the customer from the supply relationship between the contractual parties, including any balance claims resulting from a current account limited to that supply relationship.
- (2) We retain title to the goods supplied by us to the customer until payment in full of all secured claims. The goods and any goods substituting them pursuant to this clause shall hereinafter be referred to as goods subject to retention of title.
- (3) The customer shall store the goods subject to retention of title for us without charge.
- (4) The customer is entitled to process and sell goods subject to retention of title in the ordinary course of business until realization (see (10) below) occurs. Pledging and transfer by way of security are not permitted. The use of goods subject to retention of title to perform contracts for work and contracts for work and materials shall also be deemed a resale.
- (5) In case goods subject to retention of title are processed by the customer, it is agreed that such processing is effected on our behalf and for our account as the manufacturer, without obliging us, and that we directly acquire ownership in the new thing made thereby or, if the new thing is made of materials from different owners or the value of the processed thing is above the value of the goods subject to retention of title, co-ownership (ownership in fractional shares) in the new thing at the rate of the value of the goods subject to retention of title to the value of the newly made thing. In case such acquisition of ownership by us does not occur, the customer hereby already transfers its future ownership or co-ownership at the rate specified above to us by way of security. If the goods subject to retention of title are combined into one uniform thing or mixed inseparably and one of the other things must be regarded as the main thing, the customer shall, if it owns the main thing, transfer to us co-ownership in the uniform thing at the rate specified in sentence 1 above.
- (6) In case goods subject to retention of title are sold on, the customer hereby already transfers to us by way of security the claim resulting therefrom against the acquirer or, if the customer co-owns the goods, the pro-rata claim. The same shall apply to any other claims which take the place of the goods subject to retention of title or arise with respect to them, e.g. insurance claims or claims based on tort in case of loss or destruction. We revocably authorize the customer to collect the claims assigned to us in its own name. We may revoke this collection authorization only in case of the customer's default of payment, a considerable deterioration in the customer's assets, or realization. Upon our request the customer shall inform its own customers of the assignment, unless we do so ourselves, and provide us with the information and documents required for collection.
- (7) Any further disposal of the assigned claims, in particular an assignment to third parties or their inclusion in factoring arrangements, is not permitted to the customer; section 354a of the German Commercial Code (Handelsgesetzbuch, HGB) remains unaffected.

- (8) In case of attachment to the goods subject to retention of title by any third party, in particular in case of seizure, the customer shall immediately inform the third party that we are the owners and inform us to enable us to enforce our ownership rights. If the third party does not reimburse us for any court cost and out-of-court cost we incur in such context, the customer shall be liable for such cost to us.
- (9) We will release the goods subject to retention of title or, at our sole discretion, the things or claims taking the place of such goods upon request if their realizable value exceeds the value of the secured claims by more than 10 %.
- (10) If we withdraw from the contract due to a material breach of contractual obligations by the customer, in particular due to default in payment (realization), we are entitled to claim return of the goods subject to retention of title. Taking back the goods does not in itself constitute a withdrawal from the contract.
- (11) If we are entitled to take back goods subject to retention of title, the customer shall grant our representatives access to the customer's business premises during customary business hours and allow removal of such goods.
- (12) We are entitled to assign our claims resulting from deliveries made and services rendered for financing purposes.

8. Delivery periods, delivery dates, quantities

- (1) Delivery dates and delivery periods are binding for us only if expressly agreed to be binding.
- (2) Delivery periods shall start on the date of our order confirmation, however not before full clarification of all details of the order. This shall apply to delivery dates correspondingly.
- (3) All delivery dates and delivery periods are subject to unforeseeable industrial disruption and the correct and timely delivery of the required primary material to us, unless such disruption or defective delivery is due to us.
- (4) If the customer fails to fulfil contractual duties including duties to cooperate and collateral duties in time — such as opening a letter of credit, providing certificates, releasing drawings or making an advance payment — we are entitled to correspondingly postpone our delivery dates and prolong our delivery periods in accordance with the requirements of our production process. Our rights based on default of the customer shall remain unaffected thereby.
- (5) The point of time of shipment ex works shall be authoritative for compliance with delivery dates and delivery periods. If the goods cannot be shipped in time through no fault of ours, delivery dates and delivery periods shall be deemed complied with upon notification of readiness for dispatch.
- (6) We are entitled to effect partial deliveries to the extent reasonable for the customer.
- (7) For coil and rolled products and for cut parts produced from coil, production-related excess or short deliveries of up to 10 % of the ordered quantity are customary in the trade and permitted; the quantity actually delivered shall be invoiced.
- (8) In case of default in delivery, we are liable pursuant to n° 13 of these SSTC. We will inform the customer of the presumable period of delay without undue delay.
- (9) In case of non-compliance with delivery dates or delivery periods, the customer has the rights laid down in sections 281 and 323 BGB only if the customer set us a reasonable additional period for delivery before.

9. Weights, measures and quality

Deviations from weights, measures and quality are permitted in accordance with the applicable DIN and EN standards or customary practice. Weights shall be determined on our calibrated scales and shall be authoritative for invoicing;

they shall be substantiated by submission of weight logs. If weighing of individual items is not customary, the total weight of the consignment shall apply. Any deviations from item weights determined by calculation shall be allotted to such item weights on a pro rata basis.

10. Packaging

- (1) We supply the goods packaged if this is customary in the trade. We shall be free to select the packaging. The customer shall bear the cost.
- (2) Unless agreed otherwise, the goods are supplied unpacked and without rust protection. Any packaging beyond the shipping purpose or any particular protection, e.g. for long storage or sea transport, must be expressly agreed.
- (3) Packaging, protection material and handling aids are not taken back unless a statutory take-back obligation exists.

11. Shipment, passing of risk

- (1) Unless expressly agreed otherwise, we will select the forwarder or carrier.
- (2) Risk shall pass to the customer upon delivery of the goods to the forwarder or carrier, however at the latest when the goods leave our works or warehouse. This applies also in case of carriage-paid delivery.
- (3) If the loading or shipment of the goods is delayed for a reason for which the customer is responsible, we are entitled to store the goods at our reasonably exercised discretion at the customer's cost and risk, to take the measures suitable for their preservation and to invoice the goods as if delivered. This shall apply also if goods reported to be ready for dispatch are not called within ten working days. The statutory provisions on delay of acceptance shall remain unaffected hereby.
- (4) In case of damage to any goods in transit, the customer shall, without undue delay, have the facts recorded by the competent body and inform us.

12. Claims based on defects

- (1) The goods are in conformity with the contract if they do not deviate, or deviate only slightly, from the agreed quality at the point of time when the risk passes. Conformity is assessed exclusively on the basis of the express agreements on quality and quantity of the ordered goods, including the standards and material grades referred to therein. Liability for a particular intended use or fitness for a particular use is assumed only to the extent expressly agreed; in any other case the risk of fitness and use is exclusively with the customer. We are not liable for deterioration, loss or improper handling of the goods after the risk has passed.
- (2) The contents of agreed specifications or an expressly agreed purpose of use do not establish a guarantee; the assumption of a guarantee (section 443 BGB) requires an express agreement in text form.
- (3) The customer shall inspect the goods without undue delay after receipt. Claims based on defects exist only if notice of obvious defects is given without undue delay and notice of hidden defects without undue delay after their discovery, in each case in text form. Notice is deemed given without undue delay if it reaches us within five working days. Sections 377 and 381 HGB remain unaffected in all other respects. Defects which could be detected during an agreed acceptance procedure may not be notified after completion of such procedure.
- (4) In case of complaints, the customer shall give us immediate opportunity to verify the notified defect; upon request, the rejected goods or a sample thereof shall be made available to us. In case of unjustified complaints,

we retain the right to charge freight and transshipment cost as well as any expenditure for inspection to the customer.

- (5) In case of a defect, we will render supplementary performance either by supplying goods in replacement or by rectification of the defect at our discretion, taking the customer's legitimate interests reasonably into account. If supplementary performance remains unsuccessful within a reasonable period, the customer may set us a reasonable additional period; if that period expires without results, the customer may reduce the purchase price or withdraw from the contract. Subject to n° 13, the customer is not entitled to any further claims.
- (6) We may refuse to render supplementary performance if it is only possible at unreasonable cost. Costs are deemed unreasonable if the direct costs of supplementary performance including any required expenditures exceed 150 % of the net invoice value of the goods concerned.
- (7) We bear the cost of installing and dismantling the defective goods and the cost of rectification by the customer only to the extent the statutory preconditions are fulfilled. We do not assume additional expenditure arising from the goods having been moved to a place other than the place of performance.
- (8) Claims based on defects in quality or title shall become time-barred one year after delivery of the goods or, where acceptance has been agreed, after acceptance. This does not apply to claims based on fraudulent concealment of a defect, to claims under a guarantee assumed by us, to claims for damages arising out of death, injury to body or health, to claims based on intentional or grossly negligent breach of duty, to claims under the German Product Liability Act, or to the statutory limitation periods under sections 438 (1) no. 2 and 445b BGB; in these cases the statutory periods apply.
- (9) Rights of recourse of the customer under sections 445a and 445b BGB exist only to the extent the customer has not agreed with its own customer anything going beyond the statutory claims based on defects and has complied with its duty to notify defects to us.
- (10) For goods expressly sold as downgraded material, in particular as so-called II-a material, the customer has no claims based on defects with regard to the stated faults and such faults as it must customarily expect.

13. General limitation of liability

- (1) Unless otherwise provided in these SSTC, we are liable pursuant to the applicable statutory provisions in case of any infringement of contractual and extra-contractual duties.
- (2) We are liable for damages without limitation, irrespective of their legal ground, in case of intention and gross negligence. In case of simple negligence, we are liable only
 - for damages arising out of death, injury to body or health; and
 - for damages arising out of infringement of an essential contractual duty, which is an obligation the fulfilment of which is a precondition for the proper implementation of the contract and the compliance with which the customer relies on and may reasonably rely on. In such a case our liability is limited to replacement of the foreseeable, typically arising damage.
- (3) The limitations of liability under (2) above shall not apply to the extent we fraudulently concealed a defect or assumed a guarantee. The same shall apply to our mandatory liability pursuant to the German Product Liability Act.
- (4) The customer may withdraw from or terminate the contract for a breach of duty which is not a defect only if we are responsible for such breach. Any free right of the customer to terminate the contract, in particular under sections 648 and 650 BGB, is excluded. For the rest, the statutory preconditions and legal consequences shall apply.

- (5) To the extent our liability for damages is excluded or limited, this shall apply also to the personal liability of our legal representatives, employees, staff members, agents and other persons performing on our behalf.

14. Force majeure

- (1) Events of force majeure release the affected party from its contractual duties for the duration of the impediment and a reasonable start-up period. Agreed periods and dates shall be extended accordingly.
- (2) Force majeure means all circumstances beyond the control of the parties, in particular war and war-like conditions, insurrection, terrorism, sabotage, strike and lock-out, epidemics and pandemics as well as official measures to contain them, acts of government, import and export bans, sanctions, natural disasters, fire, explosion, flood, shortage of energy or raw materials, failure of telecommunication or IT systems including cyber attacks, disruption of transport routes, and delayed supply by upstream suppliers caused by such events.
- (3) If the impediment lasts longer than three months, or if implementation of the contract becomes unacceptable for one party, that party may withdraw from the contract with respect to the affected scope of delivery. Claims for damages do not exist in this case.

15. Proof of exportation

If a customer residing outside the Federal Republic of Germany, or a person authorized by it, collects the goods and transports or dispatches them into the outside territory, the customer shall submit to us the export certificate or entry certificate required under tax law. If such certificate is not submitted, the customer shall pay VAT on the invoiced amount at the rate applicable to deliveries within the Federal Republic of Germany.

16. Export control and sanctions

- (1) In using, passing on, exporting and re-exporting the goods, the customer shall comply with the applicable provisions of foreign trade and export control law, in particular the German Foreign Trade Act and Foreign Trade Ordinance, Regulation (EU) 2021/821 (EU Dual-Use Regulation), the sanctions provisions of the European Union and the United Nations and, where applicable, the provisions of the United States of America.
- (2) The customer warrants that the goods will not be sold, exported, re-exported, transferred to or used in the Russian Federation or Belarus, either directly or indirectly, and that they will not be supplied to persons or entities listed on a sanctions list of the European Union. The customer shall impose a corresponding obligation on its own customers and shall monitor compliance with that obligation by appropriate means. This obligation applies in particular to the extent it has to be agreed contractually under Article 12g of Regulation (EU) No 833/2014.
- (3) A breach of (2) above constitutes a material breach of contract and entitles us to withdraw from the contract and to refuse further deliveries. The customer shall inform us of any breach without undue delay and shall indemnify us against all claims, fines and costs arising from a breach, unless the customer is not at fault.
- (4) The performance of our delivery obligations is subject to there being no impediments arising from foreign trade or sanctions law. We are not responsible for delays resulting from official authorization procedures.
- (5) Upon request, the customer shall inform us of the end use and the final destination of the goods to the extent required for us to comply with our export control obligations.

17. Data protection

We process personal data of the customer and its staff exclusively within the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act, to the extent necessary for the establishment, performance and settlement of the contractual relationship or where a statutory obligation exists. Details of purposes, legal bases, storage periods and the rights of data subjects are set out in our privacy notice at www.esc-burg.de/en/privacy.

18. Applicable law, language of the contract

- (1) These SSTC and any disputes between us and the customer shall be governed by the law of the Federal Republic of Germany, excluding the applicability of all international and supranational (contractual) laws, in particular of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) These SSTC exist in a German and an English version. The German version prevails; the English version serves ease of understanding. This does not apply where English has been expressly agreed with the customer as the language of the contract; in that case the English version prevails.

19. Place of performance

Place of performance for our obligation to deliver and for the customer's payment obligation is our delivering plant in Burg.

20. Venue

The exclusive venue, including for international disputes, for all disputes resulting directly or indirectly from the contractual relationship is Burg; the competent courts are the Amtsgericht Burg and the Landgericht Stendal. We are entitled to sue the customer at the customer's regular venue.

21. Final provisions

Should any provision of these SSTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The statutory rules shall replace the invalid provision.

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