

- Druck- und Kokillenguss aus Kupfer und Kupferlegierungen
- Die casting of copper and copper alloys



# General Conditions of Sale

## 1. Scope

- These General Conditions of Sale and Delivery shall apply to all legal relationships, including future legal relationships, between the contracting parties.
- Diverging agreements shall only be valid when confirmed by us in writing.
- Contradictory or conflicting conditions of the contractual partner – hereinafter referred to as the Customer – shall not be binding for us, even if we do not expressly object to them.
- Our Conditions of Sale shall only apply to companies as defined by Section 310 Para. 1 of the German Civil Code.
- If individual provisions in these General Conditions of Sale are or become ineffective, the validity of all other provisions shall not be affected.

## 2. General provisions

- The full efficiency of the die casting process can only be achieved if a component is designed appropriately for die casting from the outset.
- In the interest of our customers, the design of the casting moulds should be agreed upon early on and in detail before the moulds are made, as subsequent changes to the casting moulds made of hardened hot-work tool steel entail high costs and are usually detrimental to the service life of the tools. We therefore advise all our customers to involve us early on in the design phase. Our employees will be happy to advise you on quality and design. Information on heavy metal die casting can also be found in our design guidelines, design training courses or in the relevant standards, guidelines and leaflets such as DIN EN ISO 8062, BDG (Bundesverband der Deutschen Gießerei-Industrie, German Foundry Association) guidelines, e.g. P202, and VDG (German Association of Foundry Specialists, Verein Deutscher Gießereifachleute) leaflets, e.g. P690; etc.
- If the Customer makes use of our services, they are simply deciding to fall back on the services of a foundry specialist and deeming our equipment and expertise to meet their needs. Unless otherwise agreed, we are not the design engineer of the parts we produce. However, the Agreement may stipulate that we will carry out all or part of the design of the casting on condition that the Customer who retains control of the manufactured item remains responsible for the design according to its intended use. As a result, any proposals made by us and approved by the Customer which are aimed at improving the technical performance or modifying the drawing of the piece, and in particular which are based on economic requirements or requirements relating to the manufacturing process in our foundries, shall in no case imply a transfer of liability. This is especially true in the event of an industrial partnership or any business relationship involving a development phase. In this case, the Agreement defines the scope of action for each party.

## 3. Offers and orders

- Our offers are subject to change, unless otherwise provided in the offer.
- The offer is not binding if the Customer makes changes to the technical or commercial conditions.
- We retain proprietary rights and copyright to images, drawings, calculations and other documentation. The Customer requires our express written agreement before transferring them to third parties.
- All specifications for the design of products in the form of drawings and/or tables are approximate. We shall not be liable for deviations of the object of the Agreement from drawings, illustrations or other descriptions that are due to the object's design.

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- e. The Customer's order must provide all specifications for the parts to be produced. The nature and extent of checks, inspections and tests must be specified. The casting standard DIN EN ISO 8062-3 DCTG xx; GCTG xx, surface treatment, draft angles, functional and visible surfaces, etc. should be included in the drawing. The order and the technical drawing must be submitted as written documents.
- f. Our staff are not authorised to make oral collateral agreements or promises extending beyond the contents of the written agreement.
- g. We shall only be bound by express acceptance of the Customer's binding order by written confirmation or by any other means of communication deemed to be a document.
- h. If an order is cancelled by the Customer, all costs incurred up to the time of cancellation for work performed, lost profit and other direct and indirect consequences of the cancellation must be borne by the Customer. If the execution of an open order includes not only planned, non-binding quantities but also binding delivery schedules, the scope of the cancellation shall include not only bindingly ordered quantities but also quantities the production of which has already begun at the time of cancellation to meet the Customer's requirements within the regular production cycle for the parts concerned.
- i. The Customer is not entitled to request a postponement without our consent with regard to the execution or delivery of an order. If such a postponement has been agreed to with us, the Customer shall be obliged to pay all costs arising therefrom (storage, financing, administrative costs, etc.). These costs shall become due for payment immediately upon receipt of the relevant invoice from us. The initially agreed price is the minimum sum that must be paid for parts returned by mutual agreement. If price increases have been made after the originally agreed delivery date, price conditions at the time of the actual delivery shall apply.
- j. In the case of series or custom-made products, we reserve the right, due to the special features of the casting process, to make an excess or short delivery of 10%, to be invoiced accordingly.
- k. We are entitled to partial deliveries, insofar as they are reasonable for the Customer.

#### 4. Pricing / Terms of payment

- a. Unless otherwise stated in the order confirmation, our prices are "ex works" excluding shipping costs, customs, packaging and applicable value-added tax.
- b. The prices valid on the day of the order confirmation shall apply for the calculation of the goods. Said prices result from the processing price plus raw material surcharge. The raw material surcharge is the difference between the current raw material price and the raw material price valid at the time at which the offer was submitted.
- c. Unless otherwise provided for in the order confirmation, the purchase price (net) is due without deduction within 30 days of the invoicing date. Partial invoices shall be issued for partial deliveries. Payment obligations apply separately for each partial invoice.
- d. Discounts require special written agreement.
- e. The statutory regulations concerning default of payment shall apply.
- f. If order-related costs change significantly after conclusion of the Agreement, the contracting parties are obliged to agree on the adjustment of prices.
- g. We accept bills of exchange or cheques only on account of performance, but not in lieu of performance by special agreement. Our claim is deemed fulfilled no earlier than the day on which we are able to dispose of the equivalent value without the risk of chargeback claims. Collection costs, discount and bill of exchange charges, as well as interest, shall be borne by the Customer and are due for immediate payment.
- h. The Customer may only offset against an undisputed or legally established claim. Right of retention can be exercised by the Customer only to the extent that their counterclaim derives from the same contractual relationship.

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## 5. Tools

- a. We manufacture moulds and fixtures by order of the Customer for the exclusive production of the Customer's articles.
- b. Proportional tool costs refer only to materials used and working hours. The technology and "know-how" required to manufacture the tools are our intellectual property and will not be passed on. Therefore, the Customer does not acquire any ownership rights on the tools or any right to recover their possession.
- c. The one-off tool costs include all future expenses for repairs and replacement of worn tools.

## 6. Delivery and acceptance obligations

- a. Delivery periods begin as soon as all details of execution have been clarified and the Customer has fulfilled all requirements. Unless otherwise agreed, the date of delivery shall be the date of dispatch. If, however, dispatch is delayed through no fault of our own, the date on which the products are made available shall be deemed as the date of delivery. Partial deliveries are permissible, unless this goes against a recognisable interest on the part of the Customer.
- b. If we are prevented from timely delivery by force majeure or due to unforeseeable circumstances for which we are not responsible, such as official measures, unrest or failure to deliver by our suppliers, the delivery period shall be extended by the duration of the hindrance. If the hindrance lasts longer than 3 months, we and the Customer may withdraw from the Agreement with regard to the part not yet fulfilled under exclusion of claims for damages.
- c. If we are in default, the Customer shall be entitled to set a reasonable grace period and to rescind the Agreement after its fruitless expiry; in the event of impossibility of performance on our part, the Customer shall also be entitled to rescind the Agreement without a grace period. A period of at least 2 months is deemed reasonable. Delay in delivery shall be equated to impossibility if the delivery does not follow after 2 months.
- d. If we incur a delay and cause the Customer to incur a loss as a result of this, they are entitled to demand a flat-rate compensation fee for delay. It shall amount to 0.5% of the value of the part of the total output which cannot be used on time or in accordance with the agreement as a result of the delay for every full month of delay, up to a maximum of 5% of the value.
- e. Both damage claims by the Customer due to default in delivery and compensation in lieu of performance exceeding the limits specified under d) are excluded in all cases of delayed delivery, even after expiry of any delivery deadline set for us. This will not apply in the event of mandatory liability for intent, gross negligence or injury to life, limb or health. The Customer may only withdraw from the Agreement within the scope of statutory provisions, insofar as the delay to delivery is attributable to us.
- f. In the event of call orders without agreement on duration, production batch sizes and acceptance dates, we may, unless otherwise agreed in writing, demand a binding specification for these at the latest 3 months after order confirmation. If the Customer does not comply with this request within 3 weeks, we shall be entitled to set a 2-week extension period; after its expiration, we shall be entitled to withdraw from the Agreement and claim damages.
- g. If the Customer wishes us to carry out necessary tests, the type and scope of the tests must be agreed. If this does not take place at the latest when the Agreement is concluded, the costs shall be borne by the customer.
- h. If a delivery is to be made on the basis of a sample produced by us, the Customer shall inspect and release this sample immediately after receipt.
- i. If the Customer is in default of acceptance or violates their obligations to cooperate with us, we shall be entitled to demand compensation for incurred damages, including any additional expenses. In this case, the risk of accidental loss or deterioration of the object purchased transfers to the Customer on the date on which the Customer becomes in default of acceptance.



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## 7. Transfer of risk / Packaging costs / Insurance

- a. The risk of accidental loss or accidental deterioration transfers to the Customer upon handover to the carrier or haulier, no later, however, than when the equipment leaves the premises (ex-works).
- b. If handover is delayed due to any circumstance for which the Customer is responsible or which occurs on their instruction, then risk transfers to the Customer from the date of notification of readiness for shipping. This also applies if a delivery deadline has not been expressly agreed to, provided that the risk transfers to the Customer 7 calendar days after notification of readiness for shipping. The parts will then be stored at the expense and risk of the Customer and invoiced. Upon express, written request by the Customer, we undertake to insure the goods stored by us at their expense.
- c. If requested by the Customer, we shall obtain transport insurance for the delivery; the Customer shall bear the costs incurred in relation to this.
- d. Transport packaging and all other packaging that complies with the German Packaging Ordinance will not be taken back. The Customer undertakes to dispose of the packaging at their own expense.
- e. The Customer shall take delivery of the goods supplied, even if they are slightly defective, regardless of their rights arising from Section 433ff. Of the German Civil Code.

## 8. Dimensions and Weight

- a. The DIN and EN standards apply for compliance with dimensions. We indicate dimensions and weight in our quotations and order confirmations to the best of our knowledge. However, they do not constitute warranties of quality. Minor deviations, in particular excess or short weights due to casting technology, do not entitle the Customer to complaints and claims based on defects, unless otherwise agreed.

## 9. Reservation of title

- a. The delivered goods shall remain our property until the purchase price, including all accessory claims, has been paid in full, along with all other claims arising from the business relationship. Until then, the Customer is not entitled to mortgage the goods or pledge them as security to third parties. The Customer shall store the goods under retention of title free of charge for us.
- b. If the goods under retention of title are processed, combined or mixed with other goods by the Customer, we shall acquire joint title to the new item in the same proportion of the invoiced value of the goods under retention of title to that of the overall combined material entity. The ensuing rights of co-ownership are considered as goods subject to retention of title within the meaning of a).
- c. The Customer is entitled to sell the goods subject to retention of title in the ordinary course of sale if payment of our purchase price claims is not delayed.
- d. At this point in time, the Customer assigns to us all claims which the Customer accrues from third parties with the resale of the goods under retention of title. If the goods subject to retention of title are sold after processing, combination or mixing, the assignment of the claim from resale shall only apply up to the amount of the value of the goods subject to retention of title invoiced to the Customer by us. This shall also apply if the goods under retention of title are resold together with other goods also not belonging to the seller.
- e. The Customer is also entitled to collect the claim after the assignment. We can restrict the direct debit authorization due to legitimate interest and revoke it due to good cause, in particular in the event of payment default. We can require the Customer to notify us of the receivables assigned to them and of the debtors, to provide us with all necessary information to collect the receivables and with accompanying documentation and to disclose the assignment to the debtor.
- f. We undertake to release the securities to which we are entitled in accordance with the above provisions at our discretion on request of the Customer to the extent that their realisable value exceeds the claim to be secured by 20% or more.
- g. The Customer hereby already declares their consent to the persons commissioned by us with the assignment of the goods under retention of title driving onto or entering into the property or building in which the goods are located in order to take possession of the reserved goods.

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- h. The Customer must inform us immediately of any seizure, compulsory execution or other third-party intervention adversely affecting our rights of ownership. The Customer must bear the cost of all measures to eliminate third-party intervention, in particular the cost of any intervention proceedings.

## 10. Warranty and liability

- a. We shall be liable in accordance with the terms of the Agreement. This means that we are only obliged to supply those parts which match the design provided by the Customer or the contents of the specifications or the samples or models accepted by the Customer. Wear of the tools (moulds, deburring tools etc.) after release of the initial samples must be observed. In the event of a customer complaint regarding the delivered parts, we reserve the right to inspect these on site or to request sample parts. The point in time at which risk is transferred is decisive in determining whether the condition of the goods complies with the Agreement.
- b. The warranty does not apply to damage to goods, persons and, in general, all damage caused by a defective part if the customer has put it to further use without having carried out all inspections and tests which the design, use and final purpose of the part would have made necessary. It shall also not apply to damage to goods, persons and, in general, any damage caused by a defective part if the defect is due to the construction of the part or unit in which it was incorporated, or to instructions given to us by the Customer, or to any work or modification carried out on the part after its delivery. Also not covered by the warranty are costs of work processes carried out on parts before they are put into service, in particular machining and other forms of processing, checks revealing serious defects in accordance with the Agreement, if these are not attributable to a substantive error on our part. Also excluded from the warranty are costs for assembly, disassembly and recall of these parts by the Customer. The same applies for defects which reduce the value or suitability of the item to an insignificant extent.
- c. The Customer is obliged to meet their obligation to inspect and submit complaints in compliance with Section 377 of the German Commercial Code as a pre-requisite for making any claim on the basis of defects. Here, it must examine the delivery immediately or, at the latest, one week from receipt, for any defects and notify us where defects are discovered. If there is a defect that is imputable to us, we are entitled to choose whether to rectify the delivery or to replace it. Within the scope of supplementary performance, we are obliged to reimburse the Customer for the expenses required to remove the defective goods and for installation or fitting of repaired goods or subsequently delivered defect-free goods. Reimbursement of costs is excluded, insofar as expenses increase due to the fact that the goods are taken to another location after our delivery, unless this is in conformity with the intended use of the goods. This shall apply accordingly to claims for reimbursement of expenses by the Customer pursuant to Section 445a (seller's recourse) of the German Civil Code, provided that the last agreement in the supply chain is not a consumer goods purchase. If one of the two types of subsequent performance or both prove impossible or unreasonable, we are entitled to refuse them. We are entitled to refuse subsequent performance as long as the Customer fails to meet payment obligations to an extent that reflects the defect-free portion of the performance.
- d. If the rectification or replacement delivery do not occur within a reasonable period - in consideration of our delivery possibilities - or if the rectification and/or replacement delivery should fail, the Customer may demand a reduction of purchase price or withdraw from the Agreement.
- e. Unless otherwise provided for below (under d)), further claims by the Customer are excluded, regardless of their legal grounds (in particular claims arising from a breach of principal or subsidiary contractual obligations, reimbursement of expenses with the exception of reimbursement pursuant to Section 439 II of the German Civil Code, unlawful acts or other tortious liability); this applies in particular to damages not caused to the delivery item itself and to claims for loss of profit; claims which do not result from the defectiveness of the object purchased are also included.
- f. The preceding provisions also apply in the event of delivery of another item or a lesser quantity.

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- g. The exclusion of liability regulated under e) does not apply insofar as an exclusion or limitation of the liability for damages from injury to life, limb, or health has been agreed upon and said injury is caused by an intentional or grossly negligent violation of duties by us; the exclusion of liability also does not apply insofar as an exclusion or limitation of the liability for other damages is agreed upon and said damages are caused by a violation of the duties by a legal representative or agent of the Customer. Insofar as we culpably breach a contractual or material obligation, liability is not excluded, but limited to foreseeable damages that are typical of the Agreement; it is otherwise excluded pursuant to e). Furthermore, the exclusion of liability does not apply if under product liability law liability exists for personal injury or material damage to privately used objects. It also does not apply in the event of assumption of a guarantee and assurance of a feature, if a defect thereby covered triggers our liability. The above shall apply also to reimbursement of expenses.
- h. Claims on subsequent performance, damages and reimbursement of expenses become time-barred one year after delivery of the purchased object. This does not apply to an object which has been used according to its usual purpose for a construction and has caused its defectiveness; in this case, claims shall only lapse after 5 years. Claims on reduction and exercise of the right to withdraw from the Agreement are excluded, insofar as the subsequent performance claim has lapsed. The Customer may, however, refuse payment of the purchase price in the event of clause 3 insofar as it would be entitled to do so based on withdrawal or reduction; in the event of exclusion of withdrawal and a subsequent refusal to pay, we are entitled to withdraw from the Agreement.
- i. The Customer's right of recourse against us in accordance with Section 445a (seller's recourse) shall only exist insofar as the Customer has not made any agreements with their buyer that exceed the statutory claims for defects.

## 11. Force majeure

We shall be released from the consequences of non-performance of one or more obligations if such non-performance is attributable to an event for which we are not responsible and which we could not have foreseen, avoided or remedied. The circumstances which release us from liability include, in particular: strikes (full or partial), lockouts, interruption or disruption of transport services, fires, storms, other natural disasters, undelivered materials, etc

## 12. Hardship clause

- a. In the event that, as a result of a particular event or a general change in circumstances beyond the control of the parties, the organisation of this Agreement is adversely affected or its performance unreasonable for either party, the parties hereby agree to enter into negotiations with a view to amending the provisions of this Agreement to reflect the prevailing circumstances. The affected party shall notify the other party of the occurrence of such a situation with reference to the affected provisions of this Agreement. If no amicable settlement is reached within 45 days of receipt of the relevant letter, the party concerned shall be entitled to terminate this Agreement by registered letter with acknowledgement of receipt, giving 15 calendar days' notice.
- b. Competitive offers with more favourable conditions (lower prices, shorter delivery times, ...) submitted to the Customer by one or more third parties, as well as any changes whatsoever in the relationship between the Customer and their buyers (lower purchase quantities, breach of contract, ...), shall not be considered to affect this Agreement, regardless of their legal validity and/or cause.



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### 13. Intellectual property and confidentiality

- a. The delivery of parts does not transfer from us to the Customer any rights to preliminary studies, software, research and patents.
- b. The Customer undertakes to keep secret all types of written or non-written information, such as technical drawings, drafts, technical instructions, which they gain knowledge to through us. The same shall also apply to studies which we propose for quality improvement or cost reduction of the parts by modification of the original technical conditions. If the Customer accepts them, they must agree with us on the conditions of use in the order. Under no circumstances may the Customer use our studies for their own purposes or distribute them without having expressly acquired ownership of them beforehand.
- c. The Customer shall indemnify and hold us harmless against any consequences of any action that may be taken against the Customer as a result of the execution of the order concerning such parts as are protected by industrial or intellectual property rights, such as patents, trademarks or registered designs, or other private rights or laws.
- d. The particular case in which we are the designer and manufacturer of the items which we sell by catalogue to an extended group of customers is excluded from these General Conditions of Sale.

### 14. Permanent moulds, die casting moulds, deburring tools and production equipment

- a. All permanent moulds, die-casting moulds, deburring tools and production equipment supplied by the Customer shall clearly possess the characteristics required for assembly and use and shall be delivered free of charge to the location specified by us. At the Customer's request, we will check compliance and reserve the right to invoice these services. If we deem it necessary to make changes for a good execution of the castings, the resulting costs shall be borne by the Customer if they have been notified in writing beforehand. In general and without prior written agreement with the Customer, we do not guarantee the service life of the machining devices. If these production equipment are supplied by the Customer with plans and specifications which do not allow complete verification of compliance between the various elements, the forms, dimensions and wall thicknesses of the castings obtained are determined in whole or in part by this production equipment. The responsibility for the result based on these data lies solely with the Customer. In all cases in which the production equipment received does not conform to its use, as we rightly expect, we can demand that the originally agreed price of the parts be adjusted to the new conditions, whereby an agreement must be stipulated with the Customer prior to production of the castings. The Customer shall bear the costs for maintenance and any desired changes.
- b. If the Customer commissions us to manufacture tools or production equipment, we shall, in agreement with the Customer, do so in accordance with the requirements of our own production technology. The costs of production, replacement or repair in the event of wear of the models and production equipment shall be reimbursed independently of the casting delivery or, depending on the order, shall be added to the parts price.
- c. The costs of the replacement of models which can only be used once and are lost in the event of rejects as part of the normal manufacturing risk cannot be borne. In the absence of a prior agreement on a price surcharge to cover this risk, the Customer is obliged either to provide new production equipment as a replacement or to pay for its production.
- d. All models and production equipment shall be treated by us with the care which we apply to our own affairs. At the Customer's request, we are obliged to insure their models and equipment at their expense. Claims for compensation for consequential damages are excluded if there are only minor deviations from the quality or only minor impairment of usability. Claims for compensation for consequential damages are excluded.

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- e. If workpiece-related models or production equipment are manufactured or procured by us at the Customer's request, the Customer shall reimburse us for the costs incurred. If the full costs have not been invoiced, the Customer shall also bear the remaining costs if they do not accept the quantities promised upon conclusion of the Agreement. The models, designs, drawings and production equipment manufactured and procured by us shall remain our property; during the term of the Agreement, they shall be used exclusively for deliveries to the Customer.
- f. They shall be kept free of charge for three years from the date of the last delivery. However, the Customer may agree with us to extend the storage period in accordance with our principles and modalities. If there is no agreement, we can either destroy the tools after the expiry of the three-month period after written notification, or charge for storage or send the tools to the Customer freight collect.

## 15. Cast-in Inserts

- a. Cast-in inserts are to be delivered free of charge. They must be dimensionally stable and ready for casting. Any processing costs required shall be borne by the Customer.
- b. The number of inserts must exceed the number of ordered castings by 15%.
- c. In the case of the execution of composite castings, the contracting parties must reach an agreement on the delimitation of each of the components as well as on the extent and nature of the composite zones. Since the nature and extent of the non-destructive tests can only be determined on the basis of the design of the castings, the Customer must indicate the chosen tests in their inquiry and order, along with the parts of the castings to be tested and the test tolerances to be applied, in particular to determine the conditions of the defined warranty. In the absence of specifications concerning inspections and tests, we carry out only a simple visual and dimensional inspection of the castings, at our discretion. The inspections and tests deemed necessary by the Customer can be carried out, at the Customer's request, by us, by the Customer, by a laboratory or other institution. This - as well as the type and scope of these inspections and tests - must be determined at the latest when the Agreement is concluded.

## 16. Samples, quality assurance and acceptance

- a. For production or series production orders, the Customer must demand the production of test pieces which we make available to them so all necessary checks and tests can be carried out. Acceptance must be notified to us in writing by the Customer. In any case, and even if no acceptance takes place, the type and scope of the necessary inspections and tests, standards and tolerance classes, as well as tolerances of all kinds, must be specified in the plans and drawings. They must be attached to the order by the Customer and confirmed in the Agreement between us and the Customer.
- b. If this does not take place, acceptance shall take place at our premises and also at the Customer's premises to the extent customary and in accordance with the conditions customary for us, SPC tests and acceptance sample tests ISO 2859-1, AQL 1 / DIN 40080.
- c. Unless otherwise stipulated in the Agreement, acceptance shall take place at our premises within the framework of suitable standards and in accordance with the plans and conditions specified in the specifications.
- d. Measures within the framework of the quality assurance system must be determined by the Customer in their inquiry and order. We are not obliged to carry out a 100% inspection of the castings unless this has been expressly stipulated in the Agreement.
- e. The process capability for non-shape-related dimensions via the mould division or slide dimensions can only be manufactured with higher tolerances due to the process. These dimensions also do not have a course in the sense of process capability, but vary from shot to shot. If a process capability is to be produced using dimensions that are not shape-related, a very rough tolerance dimensioning is necessary.



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- f. It is important to note the following:
- Specific characteristics must already be known to us at the time of quotation.
  - Specific characteristics must be appropriately tolerated in the casting process.
  - Die casting has excellent process capability for shape-related dimensions.
  - Die casting requires significantly higher tolerances for non-shape-related dimensions.
- g. An unavoidable production-related rejection or error rate and the associated impairments of quality, such as air bubbles or the like, do not entitle the Customer to complaints. This applies in particular to the properties of the material structure of individual items of the delivery quantity which cannot be determined by random sampling and which, for example, only become apparent during subsequent processing/assembly. Such impairments of individual castings are to be regarded as a quality which is generally customary for castings and which the Customer must expect according to the nature of the item.
- h. Due to the required draft angles, measurements must be taken in mould separation. If dimensions are needed or required in a certain area, measuring points must be agreed to in the drawing.
- i. Our die casting moulds are subject to production-related mould wear and must be renewed after approx. 8,000 shots. For this purpose, we carry out in-house tool inspection. The wear of the mould is manifested by thermal shock cracks, which tend to occur in the mould at edges which are surrounded by the melt. However, reticular thermal shock cracks on thermally highly loaded surfaces can also occur. These thermal shock cracks occur in the die-casting mould and form a raised image on the casting.

## 17. Place of performance and place of jurisdiction

- a. The place of performance for the obligations of both parties arising from all legal relationships is Heiligenhaus, Germany.
- b. The legal relationship between the Customer and us shall be governed by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- c. Insofar as the Customer is a merchant, a legal entity under public law or special fund under public law, the place of jurisdiction for all disputes arising from the contractual relationship shall be our business headquarters. We are also entitled to initiate claims at the Customer's registered office.