General Terms and Conditions

I. Applicability, Form

1. The contract language is German. The translation into English is provide for information purposes only. The contractual relationship between LSV Lech-Stahl Veredelung GmbH (hereinafter referred to as "LSV") and its contractual partners (hereinafter referred to as "Customer(s)"), including but not limited to all offers and contracts for goods and services of LSV, shall be governed exclusively by the following General Terms and Conditions (GTC).
2. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that LSV has expressly approved the applicability of such in writing. The requirement for approval shall apply in any case, also e.g. if the performance of the contract begins even though LSV is aware of the Customer's general terms and conditions.
3. Individual agreements with the Customer that are made in individual cases (including side agreements, supplements and amendments) shall have priority over these GTC. Provided that no counter-evidence is furnished, a written contract or the written confirmation of LSV shall be authoritative as far as the content of such agreements is concerned.
4. Legally relevant declarations and notices of the Parties with regard to the contract (e.g. setting of deadlines, reminders, rescission) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax).
5. References to the applicability of statutory regulations only have clarifying significance. Thus, statutory regulations shall apply even without such clarification, provided they are not directly modified or expressly excluded in these GTC.
6. These GTC do not apply to consumers.

II. Offers and Contract Conclusion

1. The offers of LSV are for information only and subject to confirmation. This applies especially to prices quoted and delivery times.
2. The Customer's order constitutes a binding contract offer. The Customer shall be bound to his offer for a period of two weeks.
3. A contractual relationship will come into existence only if LSV expressly declares the acceptance of the offer to the Customer within the two-week period. Silence of LSV with regard to an offer does not constitute an acceptance. The same shall also apply to a commercial confirmation letter transmitted electronically, unless electronic transmission between both Parties has been agreed for the business relationship and the transmission takes place to the address expressly determined for the receipt of such declarations.
4. The declaration of acceptance must be in text form.

III. Performance Data (Dimensions, Weight, Grade, Drawings, Depictions)

Deviations from the dimensions, weight and grade shall be permissible pursuant to DIN or market practice. The weights will be determined on calibrated weighing scales of LSV and shall be relevant for the invoicing. Proof of the weight shall be furnished by submitting the weighing slip. Unless individual weighing customarily takes place, the total weight of the shipment shall apply.
Differences from the mathematical individual weights shall be distributed to these proportionally.

IV. Copyright

LSV reserves the copyright to its depictions and drawings and other documents.

V. Delivery Quantity in the Case of Continuing Obligations

1. If, in the case of continuing obligations with a fixed contract term, only a total purchase quantity has been agreed, but no monthly purchase quantity has been determined, the Customer undertakes to purchase at least 2/3 of the quantity that would be allocated to a month if the total purchase quantity were to be apportioned evenly over the total contract term (minimum purchase quantity) every month. However, the Customer is not permitted to request more than 4/3 of the quantity allocated to a month (maximum purchase quantity).
2. In the event of an overrun of the maximum purchase quantity permitted in a month, LSV shall be entitled but under no obligation to perform. For the excess quantity, the daily price applicable at the time of delivery will be applied and charged. The same shall apply if a monthly purchase quantity has been agreed and is exceeded.
3. In the event of full or partial non-purchase of the agreed monthly minimum purchase quantities by the Customer, LSV may store and keep the contractual goods at the expense of the Customer and take suitable preservation measures at its own equitable discretion. The same shall apply if only a total purchase quantity has been agreed with the Customer and the Customer fails to purchase the monthly minimum purchase quantity or the total purchase quantity agreed as of the end of contract term.
4. Apart from this, the right to rescission or damages shall be governed by the statutory provisions.

VI. Delivery Time, Delivery Date and Late Delivery

1. The delivery period shall be agreed individually or will be specified by LSV upon acceptance of the order. If no individual agreement has been made or if the contract entitles the Customer to call of or arrange for partial shipments or to the specify the goods to be delivered, the delivery by LSV will take place after the passing of a reasonable period required for the manufacturing. The period shall begin upon LSV's receipt of the performance request.
2. The delivery period shall not begin if, on the date of conclusion of the contract, not all technical details concerning the delivery procedure have been clarified between LSV and the Customer.
3. Delivery periods and delivery dates are subject to LSV's ability to deliver. Should LSV be unable to meet binding delivery periods or delivery dates for reasons for which it is not responsible, LSV will without delay inform its Customer of this and at the same time communicate a prospective new delivery date.
4. If the performance does not become available even within the new delivery period, LSV may rescind the contract in full or in part. In this case, LSV will without delay refund any consideration already received from its Customer. Apart from unforeseen production problems, especially default of delivery by our upstream supplier, in case LSV has concluded a congruent cover transaction and this is neither LSV's nor its supplier's fault or LSV is under no procurement obligation in the respective case, shall be construed as a case of non-availability of the performance.

5. The onset of the default of delivery of LSV shall be governed by the statutory regulations. In any case, however, a reminder by the Customer shall be necessary. LSV will only grant specific damages against evidence.
6. Apart from this, the rights of the Customer pursuant to section XI of these GTC (Rights Accruing from Defects) and the statutory rights of LSV remain unaffected.

VII. Force Majeure and other Special Hindrances to Performance

1. Regardless of other contractual agreements, all performance periods shall be expressly conditional upon the non-occurrence of events of force majeure or other unforeseeable serious circumstances such as strikes, lockouts, disruptions to production (e.g. serious machinery breakdown) or serious bottlenecks in the industry with regard to the adequate supplying of LSV with the necessary raw materials, primary materials and operating materials (e.g. energy carriers such as gas, electricity) and other third-party services necessary for the rendering of the services by LSV.
2. LSV shall be wholly or partly released from its obligation to perform the contract in due time if it is prevented from doing so due to events of force majeure. These events shall entitle LSV to postpone the performance of the contract for the duration of the hindrance or to wholly or partly rescind the contract in respect of services not yet performed. Other serious circumstances that make it considerably more difficult or impossible for LSV to render its services shall be deemed to be equivalent to events of force majeure, such as war, insurrection, forces of nature, explosions and fire, regardless of whether such circumstances occur at LSV or at one of its suppliers and/or authorised agents (force majeure and other unforeseeable serious circumstances are collectively referred to as: **"Special Hindrances to Performance"**). Special Hindrances to Performance shall also include any acts of sabotage (e.g. cyber-attack) for the duration and to the extent of their impediment to compliance with execution times.
3. If a Special Hindrance to Performance on the part of LSV lasts longer than two weeks, LSV shall negotiate with the Customer in order to seek an arrangement for handling the effects thereof. If a Special Hindrance to Performance on the part of LSV lasts longer than three months, and no solution can be attained by mutual agreement, the Customer shall have the right to rescind the contract in respect of the parts of the agreed scope of performance that are not yet in production. No claims against LSV shall be derivable from such rescission.

VIII. Delivery, Risk Transfer and Default of Acceptance

1. The delivery will take place ex warehouse, which is also the place of performance. At the request of the Customer, the goods will be sent to another destination (sale by despatch). Unless agreed otherwise, LSV may determine the mode of despatch (especially the transport company, shipping method and packaging) at its own discretion.
2. The cost of shipment, packaging and return of the packaging shall be borne by the Customer.
3. Any packaging that goes beyond the purpose of the transport or any other special protection (e.g. for prolonged retention or storage) is subject to express agreement between LSV and the Customer.
4. At the express request of the Customer, LSV will take out transport insurance at the expense of the Customer. In return, the Customer shall without delay report any transport damage to LSV.

5. The risk of accidental loss and of accidental deterioration of the goods will pass to the Customer at the latest upon handover. However, in the case of a despatch sale, the risk of accidental loss and of accidental deterioration of the goods as well as the risk of delay will pass upon surrender of the goods the forwarder, carrier or other person or institution responsible for the execution of the despatch.
6. If the Customer comes into default of acceptance, if the Customer fails to perform a collaboration act or if the delivery is delayed for other reasons for which the Customer is responsible, LSV may demand compensation for the loss incurred, including any extra expenses (e.g. storage costs).
7. The right to furnish evidence of higher damage and further statutory claims of LSV remain unaffected. However, the lump sum shall be offset against any additional monetary claims. The Customer may furnish evidence that LSV has not incurred any damage or that the damage incurred by LSV is lower than the aforesaid lump sum.
8. In the event of default of acceptance on the part of the Customer, the risk transfer shall be governed by the statutory regulations.

IX. Prices and Payment Terms

1. Unless otherwise agreed in the respective case, the current prices of LSV as of the date of conclusion of the contract shall apply ex warehouse, plus statutory value-added tax, packaging costs and any individually agreed price components applicable on the date of delivery.
2. In the case of a sale by despatch, the Customer shall bear the transport costs ex warehouse plus the cost of any transport insurance taken out at the request of the Customer.
3. Any customs duties, charges, taxes and other public dues shall be borne by the Customer.
4. LSV will deliver the goods in customary packaging. The cost of return of the transport packaging and of all other packaging shall be borne by the Customer. Any packaging that goes beyond the purpose of the transport or any other special protection, e.g. for prolonged retention or storage, require express agreement.
5. Unless agreed otherwise in the individual case, the invoices of LSV shall be due for payment within 30 days of the invoice date. An adequate trade insurance limit shall serve as the basis for the payment term; otherwise, the payment shall be made prior to the delivery.
6. Bills of exchange and cheques are only accepted in lieu of performance and are subject to express agreement. Bills of exchange must be discountable. LSV's claim will expire only when the amount owed is obtained from the bill of exchange or cheque. Any expenses incurred in connection with the collection shall be borne by the Customer.
7. Upon expiry of the aforementioned payment period, the Customer shall automatically fall into arrears even without a reminder. During the arrears, the purchase price shall bear interest at the applicable default interest rate. LSV reserves the right to assert further losses due to the default. The claim to commercial maturity interest (Section 353 of the German Commercial Code (HGB)) towards merchants remains unaffected.
8. If the Customer is in arrears with payments, LSV may demand advance payments or collateral for further deliveries.
9. If it becomes evident after the conclusion of a contract that LSV's claim to the purchase price is endangered by an impairment of the Customer's ability to perform (e.g. due to request for institution of insolvency proceedings), LSV may, pursuant to the statutory regulations, refuse to perform and, after having granted a grace period without success, to rescind the contract

(Section 321 of the German Civil Code (BGB)). The statutory rules concerning the dispensability of granting a grace period remain unaffected.

10. The Customer shall only have rights of offsetting or retention insofar as his claim has been legally established and is undisputed. This does not affect any counterclaims of the Customer due to defects of the delivery (see Section XI of these GTC).

X. Reservation of Title/Current Account Reservation

1. LSV reserves the ownership of the delivered goods until all current and future claims from the contractual relationship and a current business relationship are fully paid (settlement of balance).
2. Until the collateralised claims are fully settled, the goods subject to retention of title shall not be pledged or assigned as collateral to any third parties.
   The Customer shall without delay notify LSV of any third-party claims (seizures and other encumbrances) to goods that belong to LSV.
3. For the duration of the retention of title, the Customer shall make the needed arrangements for the protection and preservation of the delivered goods. In particular, the Customer shall duly protect the goods from fire, water and theft.
   In the event of behaviour of the Customer in breach of the contract, especially in the event of non-payment of the purchase price due (default of payment), LSV may, in accordance with statutory provisions, rescind the contract and request the surrender of the goods on the basis of the retention of title.
4. The request for surrender does not necessarily also constitute a declaration of rescission. Rather, LSV may merely request the surrender of the goods and reserve the right to rescind the contract. If the Customer does not pay the purchase price due, LSV may only assert these rights after having granted the Customer a reasonable grace period for the payment without success or such a grace period is not required pursuant to the statutory regulations.
5. The Customer may continue to sell or process the goods subject to retention of title in the course of his normal business (extended retention of title). In this case, the following provisions shall apply additionally.
   (a) The retention of title covers any products resulting from the processing, blending or connection of the goods at the full value of these products, whose manufacturer LSV shall be deemed to be. Should third-party ownership rights be retained in the event of processing, blending or connection with third-party goods, LSV shall have co-ownership rights to the new goods in the ratio of the invoice value of the processed, blended or connected goods.
   Apart from this, the new product shall be subject to the same regulations as the goods delivered subject to retention of title.
   (b) the Customer hereby proactively assigns the claims against third parties that arise from the resale of the goods or of the products to LSV in their entirety or in the amount of any co-ownership share of LSV in the new goods to LSV as collateral (assignment as collateral). Moreover, the Customer hereby proactively assigns any compensation claims that he has against insurances or third parties due to damage to the goods subject to retention of title to LSV. LSV hereby accepts this assignment. The obligations of the Customer as specified in section X subsection 2 shall apply despite the assigned claims.
   (c) Besides LSV, the Customer also remains authorised to collect the claims that arise from the resale of the goods subject to title or of the product. LSV undertakes not to collect the claims as

long as the Customer complies with his payment obligations towards LSV, does not fall into arrears, no request for institution of insolvency proceedings is made and the Customer's ability to perform is not impaired in any other way. Otherwise, however, LSV may revoke the collection authorisation granted. In this case, LSV may request the Customer to disclose the assigned claims and their debtors, provide all information needed for the collection, surrender the associated documents and inform the debtors (third parties) of the assignment.

(d) If the recoverable value of the collateral exceeds the claims of LSV by more than 10 percent, LSV will release collateral of its choice at the request of the Customer.

6. If an assignment prohibition has been effectively agreed between the Customer and the third party whom the goods subject to retention of title or the product is resold to, the resale authorisation pursuant to section X subsection 5 and the collection authorisation pursuant to section X subsection 5 (c) will be deemed not granted. The statutory regulation of Section 354 a of the German Commercial Code (HGB) remains unaffected.

XI. Claims for Defects

1. Unless otherwise specified below, the Customer's rights in the case of defects in quality and title (including wrong and deficient delivery, improper installation or deficient installation instructions) shall be governed by the statutory regulations. In all cases, the special statutory regulations in the event of final delivery of the goods to a consumer remain unaffected (supplier recourse pursuant to Sections 478, 479 of the German Civil Code (BGB)). For quality deviations, a tolerance of +/- 15 percent is accepted.
2. The liability for defects shall be based especially on the agreement made concerning the properties of the goods (specification, quality, quantity). All product descriptions that constitute the subject matter of the individual contract shall be deemed to be an agreement concerning the properties of the goods; in this context, it does not matter whether the product description originates from the Customer, from the manufacturer of from LSV.
3. If the properties have not been agreed, it shall be determined on the basis of the statutory regulation whether or not a defect is on hand (Section 434 (1) sentences 2 and 3 of the German Civil Code (BGB)). However, LSV does not accept any liability for public statements of the manufacturer or of other third parties (e.g. advertising statements) that the Customer did not refer to as being relevant to his purchase decision.
4. In the case of goods sold as downgraded material (e.g. II a material), the Customer shall not have any claims for defects with regard to the specified faults and other faults he must typically expect.
5. Any guarantee or assurance of certain properties of the goods by LSV is subject to an express agreement between the Customer and LSV.
6. For the Customer to be able to assert claims for defects, he must have complied with his statutory inspection and reporting obligations (Sections 377, 381 of the German Commercial Code (HGB)). If a defect is discovered in the course of the inspection or later on, the Customer shall without delay report such to LSV in writing. Irrespective of this inspection and reporting obligation, the Customer shall report any obvious defects (including wrong or deficient delivery) in writing within one week of the delivery. To comply with this period, it is sufficient to despatch the report in due time. If the Customer fails to duly inspect the goods and/or report defects, LSV shall not be liable for the defect that has not been reported.

7. If the delivered goods are defective, LSV may decide to render the supplementary performance either by eliminating the defect (rectification) or by supplying goods that are free of defects (replacement). LSV's right to refuse supplementary performance under the statutory conditions remains unaffected.
8. LSV may make the supplementary performance conditional upon the payment of the purchase price due by the Customer. However, the Customer may withhold a portion of the purchase price that is reasonable in proportion to the defect.
9. The Customer shall give LSV the time and opportunity required for the supplementary performance owed. In particular, the Customer shall make the goods concerning which the complaint was made available to LSV.
10. In the event of replacement, the Customer shall return the defective goods according to the statutory regulations. Unless LSV was originally under the obligation to perform the installation, the supplementary performance shall not comprise the removal of the defective goods or the re-installation.
11. As a matter of principle, the expenses required for the inspection and supplementary performance, including but not limited to transport, road, work and material costs (not: disassembly and installation costs) will be borne by LSV if a defect is actually on hand. Should, however, the Customer's request for elimination of defects turn out to be unjustified, LSV may demand that the Customer refund the costs incurred for this. The regulation of Section 478 (2) of the German Civil Code (BGB) remains unaffected with regard to removal and installation costs.
12. In urgent cases (e.g. if the operational safety is endangered or to ward off major damage), the Customer may eliminate the defect directly and request LSV to refund the expenses objectively required for this. LSV shall be notified of such self-remedy measures without delay, if possible in advance. The right to self-remedy shall not apply if LSV, pursuant to the statutory regulations, would have been entitled to refuse supplementary performance.
13. If the supplementary performance has failed or if a reasonable grace period to be determined for the Customer's supplementary performance ends without success or if such a period is not necessary pursuant to the statutory regulations, the Customer may rescind the contract or reduce the purchase price. However, no right of rescission shall apply in the case of a minor defect.
14. Apart from this, the Customer's claims for damages or reimbursement of expenses made in vain shall exist only to the extent specified in section XII of these GTC. Any further claims are excluded.

XII. Damages and Other Liability

1. Unless otherwise provided in these GTC including the following provisions, the liability of LSV in the event of a breach of contractual and non-contractual obligations shall be governed by the relevant statutory regulations.
2. LSV shall be liable for damages in the event of intent and gross negligence, no matter what the legal basis may be. In the event of slight negligence, LSV shall only be liable a) for damage from injury to life, body or health, b) for damage from the breach of a material contractual obligation (i.e. an obligation whose fulfilment is essential to the due performance of the contract and on whose fulfilment the other party can and does always rely); in this case, however, the liability of LSV shall be limited to the compensation of the foreseeable typical damage.

3. The limitations of liability pursuant to subsection 2 shall not apply if LSV maliciously concealed a defect or guaranteed the properties of the goods. The same shall apply to claims of the Customer under the German Product Liability Act (ProdHaftG).
4. In the case of a breach of an obligation that does not consist of a defect, the Customer can only rescind or terminate the contract if LSV is responsible for the breach of the obligation. An unlimited right of termination of the Customer (especially pursuant to Sections 648 and 650 of the German Civil Code (BGB)) is excluded. Apart from this, the statutory conditions and legal consequences shall apply.

XIII. Assignment

The assignment of claims of the Customer against LSV is subject to the approval of LSV.

XIV. Statute of limitations

1. In deviation from Section 438 (1) no. 3 of the German Civil Code (BGB), the general limitation period for claims for defects in quality or title is one year from the delivery. If acceptance has been agreed, the period shall commence upon acceptance.
2. If, however, the goods represent a building or an item that, in line with its normal use, has been used for a building and rendered it defective (building material), the limitation period pursuant to the statutory regulation is five years from the delivery (Section 438 (1) no. 2 of the German Civil Code (BGB)). Moreover, special statutory regulations concerning third-party in-rem claims to surrender (Section 438 (1) no. 1 of the German Civil Code (BGB)), deceit of the seller (Section 438 (3) of the German Civil Code (BGB) and supplier recourse claims in the event of final delivery to a consumer (Section 478 of the German Civil Code (BGB)) remain unaffected.
3. The aforementioned limitation periods of purchasing law shall also apply to contractual and non-contractual claims of the Customer for damages that are based on a defect of the goods (consequential damage), unless the application of the normal statute of limitations (Sections 195, 199 of the German Civil Code (BGB)) would result in a short limitation period in the respective case. In any case, the limitation periods of the German Product Liability Act (ProdHaftG) will remain unaffected. Apart from this, the statutory limitation periods shall apply exclusively to claims of the Customer for damages pursuant to section XII of these GTC.

XV. Proof of Export

If a Customer who is domiciled outside the Federal Republic of Germany or his agent collects goods and transports or sends them abroad, the Customer shall submit the proof of export, which is required under tax law, to LSV. If this proof is not furnished, the Customer shall pay the value-added tax rate applicable in the Federal Republic of Germany on the invoice amount.

XVI. Choice of Law, Jurisdiction and Final Provisions

1. The contract language is German. The translation into English is provided for information purposes only. These GTC and all legal relationships between LSV and the Customer shall be governed by the laws of the Federal Republic of Germany, under exclusion of all international uniform law, including

but not limited to the UN Convention on Contracts for the International Sale of Goods (CISG). If the choice of German law is not permissible or invalid, the conditions and effects of the retention of title pursuant to section X of these GTC shall be governed by the laws at the respective location of the goods.

2. If the Customer is a merchant as defined in the German Commercial Code (HGB), a legal person under public law or a fund under public law, the exclusive domestic and international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Augsburg, Germany. However, LSV may also file lawsuits at the Customer's general place of jurisdiction.
3. Should a provision of these GTC be or become invalid, this shall not affect the validity of the other provisions of these GTC. Instead of the invalid provision, the statutory regulation shall apply.

Revision: 1st of August 2026