I. General provisions

(1) We supply exclusively based on the following terms. General terms and conditions and terms of purchasing of the purchaser are expressly objected to. We shall only be bound by them if we agree to them expressly and in writing.

(2) Information on our goods shall constitute only rough and approximate information (technical data, dimensions and the like); it shall not constitute a warranted condition unless the guarantee is given expressly and in writing.

(3) Our delivery times are only approximate and non-binding on principle. Any agreements on a binding delivery time in deviation thereof must be made expressly and in writing. If we cannot deliver on time, we will inform the purchaser immediately.

(4) Our offers are subject to change and shall only be binding for us if we have confirmed them in writing or if the subject-matter of the contract is executed.

II. Prices and terms of payment

(1) Unless otherwise agreed in writing, the prices stated by us apply ex works or ex distributing warehouse. The statutory VAT is not included in our prices; it is shown separately on the invoices.

(2) If the delivery takes place more than four months after conclusion of the contract, we shall be entitled to increase the agreed price if the applicable prices of our suppliers or other costs on our goods (including public charges) increase between the conclusion of the contract and the delivery. The price increase shall take effect as soon as we have informed the purchaser thereof in writing.

(3) Rights of retention of the purchaser based on another contractual relationship shall be excluded. Rights of retention of the purchaser based on the same contractual relationship shall also be excluded if the counterclaim is contested or is not ascertained legally bindingly. The purchaser shall not be entitled to offset with a counterclaim if this account receivable is contested or not ascertained legally bindingly.

(4) The payment takes place net within 30 days after receipt of the goods. Cash discount shall only be granted if it is expressly agreed. If the purchaser is in default of payment, we shall be entitled to charge interest amounting to 8 percentage points above the respective base lending rate. The proof of higher default damage remains reserved.

(5) If the purchaser is in default with a due payment completely or in parts, we shall be entitled to rescind the contract after expiry of a reasonable period of time fixed for the purchaser. Our right of rescission shall also exist if circumstances become known which are suitable for reducing the creditworthiness of the purchaser. If we rescind, we shall be entitled to have the goods already delivered by us stored separately and to have them collected.

(6) The purchaser already herewith agrees that the persons instructed by us with the collection may for this purpose enter, and drive on, the premises where the goods are located.

III. Reservation of ownership

(1) The delivery item remains our property until fulfilment of all claims to which we are entitled against the principal under the business relationship.

(2) The principal is allowed to process or reshape the delivery item. Insofar, the processing takes place for us. To the extent that we do not acquire the ownership in the new goods in accordance with the provisions above, the contracting parties agree that the principal grants to us the co-ownership in the new goods in the proportion of the value (gross invoice value) of the delivery item belonging to the contractor to the other goods processed at the time of processing. The above-mentioned sentence applies correspondingly in the case of the inseparable combination of the delivery item with goods not belonging to us. To the extent that we obtain the ownership or co-ownership under this clause, the principal shall keep the goods in custody for us with the care of a prudent businessman.

(3) If the delivery item is sold, the principal herewith assigns to us their claim under the resale against their purchaser with all ancillary rights by way of security without another special declaration being required. The assignment takes place including possible accounts receivable balances. However, the assignment shall only apply up to the amount of the price invoiced by us for the delivery item. The satisfaction of the portion of the account receivable assigned by us shall be paramount.

(4) If the principal combines the delivery item with real property, they shall also assign their account receivable to which they are entitled as remuneration for the combination to the extent of the amount corresponding to the price of the delivery item invoiced by us, without a further special declaration being required.

(5) Until revoked, the principal shall be authorised to collect the account receivable resulting from the reservation of title to the contractor. However, the principal shall forward to us immediately any payment made regarding the account receivable assigned up to the amount of the secured account receivable. If there are justified interests, in particular in the case of default of payment, discontinuation of payments, opening of insolvency proceedings or justified indications for an over indebtedness or impending insolvency of the principal, we shall be entitled to revoke the collection authority. If a justified interest is substantiated, we shall be entitled to receive from the principal the information and documents necessary for asserting the rights stated immediately.

(6) Pledging or transfer by way of security shall be prohibited to the principal as long as the reservation of ownership exists. The principal has to inform us immediately in the case of pledging, attachment or other dispositions or interference of third parties. To the extent that the realisable value of all security interests to which we are entitled exceeds the amount of all secured claims by more than 10.0%, we shall release the corresponding part of the security interests upon request of the principal.

(7) If the principal violates their duties, in particular in the case of default of payment, we shall be entitled to request the surrender of the delivery item also without fixing a period of time and/or - after fixing a period of time, if need be - to rescind the contract; the principal shall be obliged to surrender the item immediately.

IV. Claims based on defects

(1) The condition of the goods ordered shall exclusively be governed by the agreed technical delivery specifications. The risk of suitability for the intended purpose shall be borne by the purchaser.

(2) The period of limitation for claims of the purchaser amounts to 12 months after passing of the risk; the statutory periods of limitation shall apply to intentional or fraudulent behaviour as well as claims under the product liability law. The supplementary performance shall not cause the period of limitation to start anew.

(3) In order to claim defects, the customer has to meet the duties to examine and notify defects within the meaning of § 377 HGB [German Commercial Code] properly. If the customer or a person appointed by the customer accepts the goods without reservation, subsequent complaints based on the external condition shall be excluded also with regard to difference in quantity. Other defects which were not recognisable for the purchaser even in a careful examination are to be notified to us immediately in writing. Otherwise, the goods shall be deemed to be approved without defects.

(4) If the purchaser notifies the defect in due time, we shall be entitled at our choice to subsequent improvement or subsequent delivery within a reasonable period of grace unless the defect notified limits the value or the usability of the goods only to an insignificant extent. If the customer claims a defect in unjustified manner and if we incur costs for the error checking, subsequent improvements or substitute deliveries, we shall be entitled to request the reimbursement of such costs from the purchaser. If the defects are not notified in due time or if we are not granted sufficient opportunity to effect the subsequent improvement or subsequent delivery, claims of the purchaser shall be excluded.

V. Limitation of liability

(1) In the cases of intention or gross negligence on our part or by one of our representatives or assistants as well as in the case of a culpably caused injury to life, body and health, we shall be liable pursuant to the statutory provisions. However, in cases of gross negligence, the liability on our part shall be limited to the foreseeable damage typical for the contract, maximum of 100% of the contractual value, unless another one of the exceptional cases listed in sentence 1) or sentence 3) of this paragraph applies simultaneously. In all other respects, we shall only be liable pursuant to the product liability law due to the culpable violation of significant contractual duties or to the extent that the defect was fraudulently concealed or a guarantee for the condition of the delivery item was given. However, the claim for damages for the violation of significant contractual duties shall be limited to the foreseeable damage typical for the contract, maximum of 100% of the contractual value, unless another one of the exceptional cases listed in sentence 1) or sentence 2) of this paragraph applies simultaneously.

(2) The regulations of paragraph 1) above shall apply to all claims for damages (in particular for damages in addition to the performance and damages in lieu of performance) for the whatever legal ground, in particular if they are based on defects, the violation of the contractual obligations or under tort. They shall also apply to the claim for compensation of futile expenses. The regulations above shall not involve a change of the burden of proof to the disadvantage of our contractual partner.

(3) If the performance is delayed we shall be liable in the cases of intention or gross negligence on our part or by one of our representatives or assistants as well as in the case of a culpably caused injury to life, body or health pursuant to the statutory provisions. However, the liability on our part in the cases of gross negligence shall be limited to the foreseeable damage typical for the contract.

(4) Outside of the cases of sentence 1) and sentence 2) of this paragraph, the liability on our part for default shall be limited in the case of damages in addition to performance to a total of 5%, max. € 30.000,-- and for damages in lieu of performance (including the reimbursement of futile expenses) to a total of 5%, max. € 30.000,-- of the value of the performance. Further claims of the principal shall be excluded, also after expiry of a period for performance possibly fixed for us. The limitation shall not apply in the case of a culpable violation of material contractual duties. However, the claim for damages for the culpable violation of material contractual duties shall be limited to the foreseeable damage typical for the contract, unless another case under sentence 1) is applicable. The right of the principal to rescind the contract shall remain unaffected. The regulations above shall not involve a change of the burden of proof to the disadvantage of the principal.

VI. Packaging- and Packaging Waste Regulation (PPWR)

(1) The contracting parties shall comply with the applicable requirements of the PPWR respectively with laws derived therefrom of the national level, and comparable national regulations, in accordance with their statutory role.

(2) Our deliveries are made in packaging suitable for transport, storage, and product protection.

(3) The Buyer shall inform the Seller in writing and in timely of any special packaging requirements or statutory regulations of the country of destination.

(4) The Seller shall provide the packaging information required by law. Internal technical documentation or conformity records shall be released only to the extent that there is a statutory obligation to do so.

(5) Packaging shall be taken back exclusively based on statutory obligations or a separate written agreement.

(6) If statutory changes result in additional obligations regarding packaging, labeling, registration, documentation, or take-back, the contracting parties shall coordinate the necessary measures and an appropriate contractual implementation.

VII. Warranty (applies only in the context of services)

(1) In addition to our General Terms and Conditions, the warranty shall apply to the lining of complete units subject to the prerequisite that the materials are installed by us. If we only provide assembly supervision for the installation of our materials, a warranty will only be given if the conditions during the provision of assembly supervision are met.

(2) We give a warranty for the durability of the lining. The warranty starts with the first heating process which must take place in compliance with our heating curve, but at the latest 6 months after announcement of the completion and readiness for acceptance.

(3) The warranty period must be stated in our offer or our order confirmation.

(4) Normal wear and changes of the materials supplied which do not affect the correct durability of the refractory lining and which are of no importance for the normal durability of the facility shall be excluded from the warranty. Also excluded are damages resulting from mechanical damage, thermal overload, slag flow or explosions, and those caused by operating conditions that do not comply with the specified requirements.

(5) The warranty period shall not be extended by the occurrence of a warranty case.

(6) The services agreed in the purchase order shall also be granted in the warranty case. The warranty case has to be notified immediately within the warranty period and an immediate inspection of the damage must be facilitated. In the case of damage, the immediate improvement must be facilitated for us.

Conditions if assembly supervision is provided

If our materials are not installed by us or a company instructed by us, a warranty for the proper installation can only be given if the work is carried out under our supervision and if the conditions listed below are complied with.

- Name and address of the executing company are notified to us in timely prior to start of the assembly.
- Proof of suitability for the work to be carried out must be provided by submitting references.
- The company instructed has a functioning health and safety management system.
- The machinery and tools used at the construction site are suitable for the task.
- The executing company has to name persons who are authorised to issue instructions and can be contacted at the construction site. These persons are fluent in German and English language. Our supervisory staff has the authority to issue instructions to these persons.

Our supervisor is able to monitor 20 persons during a working time of 10 hours. If the daily assembly time is longer or if the number of persons is higher, several supervisors have to be assigned.

Work carried out by contractors, whose proper execution is a defining factor in the functionality of the refractory lining, is inspected by our supervisors for obvious defects. A warranty for the proper execution of these works is not given.

We document the daily work schedule, which is signed off daily by the client and the installation contractor appointed by them. Daily reports that have not been signed off are treated as accepted tacitly.

Acceptance, transfer of risk

If the materials supplied by us are installed by us or under our supervision, the transfer of risk to the client shall take place upon the signing of the installation or acceptance report by one representative each from the client and the contractor.

Limitation of liability

In accordance with our General Terms and Conditions.

VIII. Miscellaneous

(1) Place of performance and jurisdiction shall be Plettenberg.

(2) Exclusively German laws excluding the application of the UN Sales Convention shall apply also in the case of international deliveries.

(3) If a provision of the above-mentioned terms or a component thereof is invalid or incomplete, the validity of the other provisions shall not be affected. The contracting parties shall be obliged within the framework of what is reasonable to replace an invalid or incomplete provision by an effective regulation which corresponds to the alleged mutual interests of the parties unless a significant change of the contract is caused.