



Version: April 2024

UTP MetalSolutions GmbH
Industriestraße 55
D-57413 Finnentrop
Germany

Management of the company:
Catharina Feldhaus
HRB: 13747
Local court: Siegen
Sales tax identification number according to § 27
Sales tax-right: DE366176309

FON: +49(0)2721-71484-0
FAX: +49(0)2721-71484-11

E-Mail: info@u-t-p.de
Internet: <http://www.u-t-p.de>

I. General terms and conditions

Our terms of sale solely apply. Other contract terms of the signatory (also referred to as principal) will not be accepted even though we register them unless we had agreed explicit in written form. Our terms of sale also apply if we deliver without any reservation to the contracting party with different terms of sale.

1.

Our terms of sale apply for all current and future business relations, unless they are not explicit arranged.

Other confirmations will be contradicted in reference to their local terms and conditions.

2.

Our terms and conditions apply in respect to companies in terms of § 310 Abs. 1 BGB.

II. Offers – conclusion of the contract etc.

1.

All of our offers are subject to change and non-binding, unless they are marked explicit as binding or a characterised term of acceptance is contained. If the order is valid as an offer according to § 145 BGB (German Civil Code), we can adopt this within two weeks.

2.

Solely the drawn up contract including the general terms of sale is decisive for the privity of contract between us and our signatory. These terms of sale reflect all agreements between us and our signatory. Oral agreements on our part before concluding the contract are legally non-binding, oral agreements of the contract party will be replaced by the contract in written form if there is no understanding that the oral agreements will continue. Amendments and changes of the concluded agreement including the general terms and conditions are to be made in writing. Our employees are not authorised to make differing oral agreements - except for business managers and general managers. The transfer of the contract by fax is adequate to protect the written form.

3.

Details on our part concerning delivery or service, e.g. weight, dimension, serviceability, capacitance, tolerances and other technical details as well as our designs, e.g. in drawings or other illustrations are only approximately decisive, as far as the applicability regarding the contractual aim is not affected. The above named details are no characteristics of state, but descriptions or markings of our delivery or service. Commercial aberrations and aberrations which result from legal instructions or bring out technical perfectings are acceptable, if they do not affect the applicability concerning the contractual aim. Technical variations like color, form and/or weight are reserved if they are reasonable for the signatory.

4.

We reserve the property rights and copyrights concerning all offers and calculations which are made by us. This also applies for placing drawings, illustrations, calculations, prospects, catalogues, tools and other data or additives at the signatories' disposal. It is not allowed to gain access to our objects or in respect to the content of our subjects to third parties, to advertise or publish them, to use them by oneself or by third persons, or to duplicate them without our explicit consent. Our signatory has to return such objects on our demand and to destruct possibly made copies.

5.

The conclusion of the contract results under reserve from accurately timed and free of defect supply by our component suppliers. However, this applies just in case of concluding a congruent hedge with our supplier and if we are not responsible for the not accurately timed supply and not free of defect self-supply. The signatory will be informed immediately about the unavailability of service of our supplier. An already paid consideration will be refunded without delay.

6.

*It is strictly at charging to place examples at your disposal.
Sampling inspections only serve for declaration of condition and are not for guarantee.*

7.

Unless otherwise expressly agreed, tools will not pass into the property of the signatory in spite of charging full costs.

III. Commission – conditions of payment terms

1.

The offered price is binding. The legal sales tax is not included in our prices. The sales tax will be billed by issuing the invoice. It will be shown separately.

2.

Unless otherwise expressly agreed in the acceptance of order, our prices apply to delivery ex works in euros, plus packing and the legal sales tax; in case of export shipment plus customs duty as well as additional charges and other public charges.

3.

Unless otherwise expressly agreed, our signatory is bound to pay within 30 days after billing date. After expiration of the deadline he is in delay of payment. The signatory will default at the latest if he does not pay within 30 days after maturity and receiving the invoice or an equivalent request for payment.

4.

The signatory can only exercise a lien, if the counterclaim results from the same contractual relationship.

5.

If we know circumstances after the conclusion of the contract, which reduce the creditworthiness of the signatory and the payment of the open account in respect to the current contractual relationship is imperilled (including other individual orders, for which the same frame contract applies), we are entitled to conduct open deliveries or services only if we receive a prepayment or deposit.

6.

We reserve the right to change prices in an adequate way after the conclusion of the contract if there are cost reductions or -increases, especially due to price alterations of the material. We will announce them on request.

7.

Production downtimes due to supply shortfalls will be given due notice. We ask for some understanding, that there currently can be some irregularities concerning imports from Asia caused by "China Steel". We are not liable for eventually arising breakdown costs. Offers based on cold forming parts from Asia are only valid for the maximum of five working days.

IV. Quantity variances

Our signatory will be informed that over- or short deliveries until 10% are technical determined. Such over- or short deliveries are no contractual neglect of duty. The account has to be made by the effective delivery quantity. This is the base for the counterclaim.

V. Delivery time – default – call

1.

Announced respites and deadlines concerning delivery times and services on our part are only valid approximately unless a steady delivery time or date is agreed or promised. If dispatch is agreed, delivery times and dates allude to the time of transferring the goods to the carrier, shipper or a third party which is responsible for the transport.

2.

The beginning of the announced delivery time requires the clarification of all technical questions One further precondition is the accurately timed and correct fulfilment of the contractual obligations on our signatories` part. The adherence of the delivery time requires the compliance of the contractual obligation by the signatory.

3.

Free delivery.

4.

a)

Apart from our rights due to delay caused by the signatory: Regarding the delivery- and service deadlines and the delivery and service dates we can require a reasonable additional respite with a minimum of the same period in which the signatory is not able to meet the demands on his part.

b)

We are not liable for the impossibility of performance or delay in delivery due to act of nature beyond control or other unforeseeable obstacles which occur at the time of the conclusion of the contract (for example with regard to disturbances, difficulties in materials and asset procurement, delay in transportation, strike, legal lockouts, lack of staff, energy or resources, difficulties concerning necessary governmental authorisations and governmental procedures) which are outside our reference. If such obstacles have reasonable influence on the fulfilment of the contract and are not only momentarily we are authorised to withdraw from the contract. Provided that the obstacles are just momentarily, the delivery- or service deadlines will be extended or the deadlines will be extended for the duration of disturbances additionally an adequate term of respite. As far as the acceptance of the delivery or services is not reasonable to our signatory due to delay, he is immediately entitled to withdraw from the contract by a written statement.

5.

We are authorised to make part-deliveries, if

- the part-delivery is applicable for our signatory within the contractual intended use

and

- the delivery of the still remaining ordered goods is assured

and

- there are no extensive additional work and expense or additional costs to our signatory; unless we agree to absorb the charges.

6.

Unless otherwise expressly agreed, delay is due to a reasonable additional respite of a minimum of two weeks. The time of the deadline begins when we receive the additional respite.

7.

Provided that we get in default or a delivery or service is impossible to us to fulfil – for whatever reason – the liability on our part is limited to amends according to the following arrangements in VIII:

8.

If we owe deliveries on call, calls have to be conducted not later than 12 months after the confirmation of order, unless otherwise expressly agreed in written form. We are authorised to deliver the products to our signatory without any call after elapsing of the aforesaid if necessary differing time of call and to assert our claim. The signatory is bound to acceptance and allowance.

VI. Rights of the signatory in the case of defects

1.

The period of warranty is 12 months after passing the risk, as far as an acceptance is required, after acceptance. During the sale of used assets the sale takes place excluding all guarantees and excluding all liabilities as far as the violation of body, health or life as well as resolution or gross negligence is base of a claim on our part.

2.

The terms of § 377 ff HGB must be pointed out. Rights of compensation require the fulfilment of checking- and reproofing obligations on the signatories part.

3.

On our demand the complained delivery item has to be send back to us free of transportation charges. In case of validly claim we will compensate for the cheapest dispatch.

4.

In case of material defect of the delivery item we are authorised and bound to remedy or replacement within a adequate respite. Our signatory is entitled to withdraw from the contract or to reduce the price reasonably in case of failure e.g. by means of impossibility, unacceptability, refusal or inadequate delay for remedy or replacement.

5.

Is a defect based on our default our signatory can demand amends according to the arrangements of VIII. of our terms and conditions.

6.

Garantee is not applicable if the signatory changes the delivery item or if the item will be changed by third persons if the remedy of defects will be impossible or unreasonable complicated hereby. The signatory has to bear the additional charges of the remedy of defects caused by changes in either case.

VII. Property rights

1.

Each contractual partner will immediately inform the other one in writing, if claims due to violating industrial property and similar rights and copyrights of third parties will be asserted.

2.

If we produce in accordance with instructions of our signatory or perform services according to standards of our signatory, he is bound to release us from claims due to violating industrial property rights of third parties.

VIII. Liability – amends

1.

Our liability with regard to amends – for whatever legal reason - is limited according to the requirements of this chapter, especially in case of impossibility, delay, defective or false delivery, default, breach of responsibility and tort as far as it depends on a default.

2.

We are not liable for

a)

cases of single negligence of our elements, attorneys, employees, or other assistants,

b)

cases of gross negligence of a non-executive employee or other assistants if there is no breach of essential contractual obligations. An essential contractual obligation (cardinal obligation) exists if the neglect of duty alludes to a duty our signatory trusts in.

3.

In case of liability due to single negligence the amends on our part regarding material damages and personal injury is limited to a value of 100% of the merchandise net value of the goods per claim, which caused the claim, also when cardinal obligations are violated.

4.

The above named exclusions and limitations of liability also apply to our elements, attorneys, employees or other assistants.

5.

As far as we provide technical information or act as an adviser and these information and advises are not among the contractual agreed scope of benefits, it is free of charge and to the exclusion of any liability.

6.

The above named arrangements VIII. are not valid regarding the liability on our part and our assistants due to resolute behaviour, for guaranteed characteristics of state, violation of life, body or health or according to the Product Liability Act.

7.

The above named exclusions of liability also apply to our elements, attorneys, employees or other assistants.

IX. Place of performance – dispatch – packing - transfer of perils

1.

Unless otherwise expressly agreed, our corporate company is determined as place of performance for all obligations within the contractual relationship..

2.

Mode of dispatch and packing are subject to our dutiful judgement.

3.

Any kind of transport-insurance will only be made if it is expressly required by the signatory and just for refund of the arising costs.

4.

The risk imperills to the carrier, shipper or a third party which is responsible for the transport to the signatory by transferring the goods. The loading is decisive.

This also applies if we make part-deliveries or we have accepted more services. Provided that the dispatch or the disposal is delayed due to a circumstance which is at the signatories reference, the risk imperills to him on that day we are ready for dispatch and we have announced this to our signatory.

5.

Storage costs after passing the risk have to be beared by our signatory. In case of storage by us the storage costs are 0,25% of the amount invoiced (net) of the stored delivery items per starting week. The assertion and the proof of furthermore storage costs are reserved by us.

X. Reservation of property rights

1.

Within a contract, we reserve the ownership of the goods until the satisfaction of the debt within the current business connection. We also reserve the property right until the receipt of all payments of an existing open account relation with our signatory. The reservation also correspond to the accepted balance.

2.

Handling and converting the goods by our signatory always happens in the name and by order of us. Occures a converting with subjects which are not our property, we get the joint-ownership in relation to the value of the article which was delivered by us (grand total including sales tax) to the the other converted articles at the time of converting. The same applies for goods delivered under reserve.

3.

If the article will be intrinsically tied or connected with other articles which are not our property we get the joint-ownership in relation to the value of the item (grand total including sales tax to the other mixed articles at the time of mixture. If the mixture takes place in that way that the article of our signatory is considered to be the main thing, it is agreed, that our signatory will assign proportionate the joint-ownership to us. Our signatory has to store our wholly owned or joint-ownership.

4.

The signatory is entitled to sell the goods in a proper transaction. But by now he has to assign all demands in the amount of the invoice total (including sales tax), which accrue from the resale to a third party. Herewith, we accept the assignation. After the assignation the signatory is entitled collecting the claims of our invoices until canceled or until stopping his payments or until making an application to issue insolvency proceedings. In case of delay, stoppage of payment and/or stoppage of business as well as in cases of making an application to issue insolvency proceedings we can demand, that the signatory has to notify the assigned demands and obligors to us. He has to inform us about all necessary data, deliver the corresponding documents and to inform the obligor (a third party) about the assignment. The right on our part to reveal the assignation in such cases and to collect all claims by ourself remain unaffected. Claims which were assigned to us according to the preceding coherence can not be assigned to a third party. The same applies to pledgings, colateral agginments are not allowed.

5.

The signatory is bound to handle our wholly owned or our joint-ownership with care. If maintenance- and inspection works are necessary, they have to be performed regularly on his own expense.

6.

The signatory is bound to inform us immediately about the access of a third party to our wholly owned or joint-ownership, for example in the case of garnishment. The same applies for damages or demolitions of the goods. Also the change of proprietor as well as the own change of adresse have to be told immediately by the signatory.

7.

If the signatory violates the preceding duties according to cipher 5 and 6 we are entitled to ask for the goods; this also applies if we do not withdraw from the contract at the same time. Redempting the goods by us does not mean that we withdraw from the contract, unless we had agreed in written form. In case of stopping business or payment as well as in cases of insolvency proceedings (subject to the provisions of the rights of a insolvency administrator) phrases 1 and 2 apply corresponding. We are entitled to the application of the goods after redempting them. The receipt of the application has to be taken into account to the debt of the signatory, less reasonable costs of application.

8.

We commit ourself to release our owing securities at the request of our signatory insofar as the current value shall be exceeded by more than 10% of all claims to be secured. The selection of released security is of our own choice.

XI. Final provisions

1.

The right of the Federal Republic of Germany applies. The rules of the UN sales right (CISG – Wiener Convention of 1980) remain unaffected.

2.

Contractual language: German.

3.

Either our business location or the principal office of our signatory is the jurisdiction for all possible disputes resulting from and in conjunction with the contract. Claims to us our business location is the exclusive jurisdiction, provided that it does not conflict with any compulsory statutory provisions.

4.

Please note: During the order management, personal-related data can be stored within § 28 data protection act (BDSG).