



General Terms and Conditions

I. Applicability and general information

1. These General Terms and Conditions apply to all commercial relationships with our customers who are entrepreneurs, legal entities under public law or special funds under public law, in particular for contracts for the sale and/or delivery of movable goods ('goods') (regardless of whether we manufacture the goods ourselves or obtain them from suppliers (§§ 433, 650 of the German Civil Code (BGB)) as well as for other services, including contracts for work and the delivery of non-fungible goods.
Unless otherwise agreed, the General Terms and Conditions in the version valid at the time of the buyer's order or, in any case, in the version last communicated to the buyer in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
2. Our General Terms and Conditions apply exclusively. The purchaser's terms and conditions of purchase shall not be accepted, even if we do not expressly object to them again after receiving them.
3. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation take precedence over the General Terms and Conditions.
4. In case of doubt, the latest version of Incoterms shall be decisive for the interpretation of trade clauses.
5. Legally effective declarations and notification by the buyer in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these General Terms and Conditions includes written and text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.
6. References to the applicability of statutory regulations are for clarification purposes only. Even without such clarification, the statutory regulations apply unless they are directly amended or expressly excluded in these General Terms and Conditions.

II. Contract conclusion

1. Our offers are subject to change and non-binding. Verbal agreements, commitments, assurances and guarantees made by our employees in connection with the conclusion of the contract shall only become binding upon our written confirmation.
Written offers shall only be deemed to qualify as written confirmations. This shall also apply if we have provided the buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – including in electronic form – to which we reserve ownership rights and copyrights.
2. The buyer's order for goods is considered a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within two weeks of receiving it. The acceptance can be declared either in writing (e.g. by order confirmation) or by delivering the goods to the buyer.



III. Prices

1. Unless otherwise agreed in individual cases, only the prices stated in the written offer/written confirmation letter shall apply.
2. If alloy surcharges and/or scrap surcharges are listed separately in the offer or confirmation letter and change after the offer has been submitted or after the contract has been concluded – in any case, however, before delivery – we shall be entitled to adjust the invoice amount accordingly. We will immediately inform the contractual partner in writing (e.g. by email) of any adjustment to the surcharge costs and notify them of the reasons for the change and the adjusted amount. The contractual partner has the right to object to the adjustment within 7 days of notification. If no objection is made within this period, the adjustment shall be considered accepted.
3. If the invoice amount stated in the offer or confirmation letter includes additional external costs such as taxes, fees, duties, tolls or similar costs in addition to the net price, and if these costs change more than one week after the conclusion of the contract or arise more than one week after the submission of the offer or conclusion of the contract but before delivery, we shall be entitled to increase the invoice amount by the amount of the change. tolls or similar costs, and if these costs change more than one week after conclusion of the contract or arise more than one week after submission of the offer or conclusion of the contract but before delivery, we shall be entitled to adjust the invoice amount accordingly. We will immediately inform the contractual partner in writing (e.g. by email) of the adjustment of the costs, the reasons for the adjustment and the amended amount. The contractual partner has the right to object to the adjustment within 7 days of notification. If no objection is made within this period, the adjustment shall be regarded as accepted. The costs for alloy surcharges and/or scrap surcharges are governed exclusively by (Paragraph 2 and are not affected by this.

IV. Payment and settlement

1. Unless otherwise agreed or stated in our invoices, the purchase price is due and payable within 10 days of invoicing and delivery or acceptance of the goods without any discount. The buyer shall bear the costs of payment transactions. However, even in the context of an ongoing business relationship, we are entitled at any time to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
2. The buyer is in default at the latest upon expiry of the period specified in paragraph 1, without the need for a reminder. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate, unless higher interest rates have been agreed. We reserve the right to claim further damages caused by default. Our claim to commercial interest on arrears (§ 353 HGB) against merchants remains unaffected.
3. The buyer shall only be entitled to a right of retention and a right of set-off insofar as his counterclaims are undisputed or have been legally established. In the event of defects in the delivery, the buyer's counterrights, in particular in accordance with Section XI. Paragraph 6 Sentence 2 of these General Terms and Conditions, shall remain unaffected.



4. If, after conclusion of the contract, it becomes apparent that our claim for payment is at risk due to the buyer's lack of solvency – in particular, significant payment delays, multiple return debits, unsuccessful enforcement measures or the filing for insolvency proceedings – we shall be entitled to refuse performance in accordance with the statutory regulations and – if necessary, after setting a deadline – to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.
5. Any agreed discount shall always refer exclusively to the invoice value excluding freight and shall be subject to the full settlement of all liabilities owed by the purchaser at the time of the discount. Unless otherwise agreed, discount periods shall commence on the invoice date.

V. Execution of deliveries, delivery periods and -dates

1. Our delivery obligation is – insofar as a congruent covering transaction exists/underlies – subject to correct and timely delivery to us, unless the incorrect or delayed delivery to us is our fault. If the service is unavailable, we will inform the buyer immediately and at the same time notify them of the expected new delivery date. In all other respects, Paragraph 5 shall apply.
2. Delivery periods and dates shall always be considered approximate and non-binding, unless expressly agreed in writing as binding. Delivery periods commence on the date of our order confirmation and are only valid provided that all circumstances necessary for the proper execution of the order have been clarified and all obligations and duties of the buyer have been fulfilled in good time, such as the provision of all official certificates, letters of credit and guarantees or advance payments.
3. The date of dispatch from the factory or warehouse shall be decisive for compliance with delivery periods and dates. If the goods cannot be dispatched on time through no fault of our own, in particular in the event of force majeure or other circumstances beyond our control (e.g. late delivery by our suppliers, transport delays, strikes or official measures), the delivery period shall be extended accordingly. We refer to paragraph 1 in this regard. The occurrence of our delay in delivery shall otherwise be determined in accordance with the statutory regulations. In any case, however, a reminder from the buyer is required.
4. If we are in default of delivery, the buyer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall be 0.5% of the net price (delivery value) for each completed calendar week of delay, but not more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the buyer has not incurred any damage or only significantly less damage than the above lump sum. In such cases, claims for damages shall be governed by Section XII of these General Terms and Conditions.
5. The rights of the purchaser pursuant to Section XII of these General Terms and Conditions and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.



VI. Retention of title; extended retention of title

1. All delivered goods remain our property (reserved goods) until all claims, in particular the respective balance claims, to which we are entitled within the scope of the business relationship (balance reservation) have been fulfilled. This also applies to future and conditional claims, e.g. from acceptors, and also if payments are made on specially designated claims. This balance reservation shall expire definitively upon settlement of all claims still outstanding at the time of payment and covered by this balance reservation.
2. The processing and treatment of the goods subject to retention of title shall be carried out for us as the manufacturer within the meaning of § 950 BGB without obligating us. The processed and treated goods shall be deemed to be goods subject to retention of title within the meaning of paragraph 1. If the goods subject to retention of title are processed, combined or mixed with other goods by the buyer, we shall be entitled to joint ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership expires due to combination or mixing, the buyer hereby transfers to us the ownership rights to which he is entitled in the new stock or item to the extent of the invoice value of the goods subject to retention of title and shall store them for us free of charge. Our co-ownership rights shall be deemed goods subject to retention of title within the meaning of paragraph 1.
3. The buyer may only sell the goods subject to retention of title in the ordinary course of business under his normal terms and conditions and as long as he is not in default, provided that the claims from the resale are transferred to us in accordance with paragraphs 4 to 6. He is not entitled to make any other dispositions of the goods subject to retention of title.
4. The claims arising from the resale of the goods subject to retention of title, together with all securities acquired by the buyer for the claim, are hereby assigned to us. They serve as security to the same extent as the goods subject to retention of title. If the goods subject to retention of title are sold by the buyer together with other goods not sold by us, the claim from the resale shall be assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods sold. In the event of the sale of goods in which we have co-ownership shares in accordance with paragraph 2, the part of the claim corresponding to our co-ownership share shall be assigned to us. We accept the assignment. The obligations of the buyer specified in paragraph 6 shall also apply with regard to the assigned claims.
5. The buyer is entitled to collect claims from the resale. This collection authorisation expires in the event of our revocation, but at the latest in the event of default in payment, non-honouring of a bill of exchange or application for the opening of insolvency proceedings. We shall only exercise our right of revocation if, after conclusion of the contract, it becomes apparent that our payment claim from this or other contracts with the buyer is at risk due to the buyer's lack of solvency. At our request, the buyer is obliged to inform us of the assigned claims and their debtors, to provide all information necessary for collection, to hand over to us all documents necessary for collection and to inform his debtors immediately of the assignment to us.
6. The buyer must inform us immediately in writing of any seizure or other interference by third parties. The buyer shall bear all costs incurred in removing the seizure or returning



the goods subject to retention of title, insofar as these costs are not reimbursed by third parties.

7. If the buyer defaults on payment or fails to honour a bill of exchange when due, we shall be entitled – after setting a final deadline without success – to take back the goods subject to retention of title and, if necessary, to visit the buyer's premises for this purpose after giving prior notice. The same shall apply if, after conclusion of the contract, it becomes apparent that our claim for payment under this contract or other contracts with the buyer is at risk due to the buyer's inability to pay. The provisions of the Insolvency Act shall remain unaffected.
8. If the realisable value of the existing securities exceeds our secured claims, including ancillary claims (interest, costs, etc.), by more than 10% in total, we shall release securities of our choice at the buyer's request.

VII. Material grades, dimensions and weights

1. Material grades and dimensions are determined in accordance with the DIN/EN standards or material data sheets applicable at the time of conclusion of the contract, or, in the absence thereof, in accordance with customary commercial practice. References to standards, material data sheets or factory test certificates, as well as information on material grades, dimensions, weights and usability, are not assurances or guarantees, nor are declarations of conformity, manufacturer's declarations and corresponding marks such as CE and GS.
2. To the extent permitted by law, weights may be determined without weighing in accordance with standards. This shall not affect the surcharges and discounts (commercial weights) customary in the steel trade in the Federal Republic of Germany. The quantities, bundle numbers or similar specified in the dispatch note are not binding for goods calculated by weight. Unless individual weighing is customary, the total weight of the shipment shall apply. Differences from the calculated individual weights shall be distributed proportionally among them.

VIII. Acceptances

1. If acceptance has been agreed, this shall only take place at the delivery plant or our warehouse and immediately after notification of readiness for acceptance, at the latest within 6 days. The acceptance costs shall be borne by the buyer, unless these were taken into account in the offer or the written confirmation letter.
2. If acceptance does not take place through no fault of our own, or does not take place on time or in full, we shall be entitled – after expiry of the period specified in paragraph 1 – to dispatch the goods without acceptance or to store them at the buyer's expense and risk. Further claims for damages remain unaffected; reference is made to Section IX, paragraph 2.

IX. Shipping, transfer of risk, packaging, partial delivery

1. Delivery shall be made from our warehouse, which shall also be the place of performance for the delivery and any subsequent performance. At the request and expense of the



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purchaser, the goods shall be shipped to another destination (sale by delivery). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular the shipping route and means of transport as well as the forwarding agent and carrier) ourselves.

2. If the buyer defaults on acceptance, fails to cooperate or delays our delivery for other reasons for which the buyer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses.
3. If, through no fault of our own, transport becomes impossible or significantly more difficult for us due to unforeseeable events or force majeure on the intended route, to the intended location or within the intended time (e.g. due to natural disasters, political events, strikes, official orders or other unforeseeable circumstances), we shall be entitled to carry out the transport by another route or to another location if this is necessary to fulfil the contract. In this case, the buyer shall bear the additional costs incurred as a result of the change in the transport route or delivery location. We shall inform the buyer before carrying out the change and give them the opportunity to comment in advance.
4. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods, the risk of delay and the risk of seizure shall pass to the buyer upon handover of the goods to a forwarding agent or carrier. We shall only provide insurance on the instructions and at the expense of the buyer. The obligations and costs of unloading shall be borne by the buyer.

If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory regulations of work contract law shall apply in accordance with an agreed acceptance. If the buyer is in default of acceptance, this shall be deemed equivalent to delivery or acceptance.

5. The goods are delivered unpackaged, oiled and otherwise unprotected against rust. If customary in the trade, we deliver packaged. We provide packaging, protective and/or transport aids based on our experience. If we or the buyer consider special packaging requirements beyond the usual to be necessary, we will notify the buyer accordingly and inform them of the additional costs. In such cases, the buyer shall bear the costs. Protective and/or transport aids shall be taken back at our warehouse. We shall not bear the buyer's costs for return transport or for disposing of the packaging themselves.
6. We are entitled to make partial deliveries to a reasonable extent. Excess or short deliveries of the agreed quantity, generally 10%, are permissible in accordance with industry practice, provided this is not unacceptable to the buyer.

X. Call-off orders, continuous deliveries

1. In the case of contracts in which the total delivery is agreed to be made in individual partial quantities upon request, we must be given call-off quantities and type classifications for approximately equal monthly quantities, otherwise we shall be entitled to make the provisions ourselves at our reasonable discretion.



2. If the individual call-offs exceed the total contract quantity, we shall be entitled, but not obliged, to deliver the additional quantity. We shall invoice the additional quantities in accordance with a price quotation supplementing the rest of the contract. If no agreement can be reached on the price, the prices of the basic contract shall be deemed to have been agreed for the additional quantity.

XI. Liability for material defects, special warranty exclusion for successive delivery contracts

1. Unless otherwise specified below, the statutory regulations shall apply to the purchaser's rights in the event of material defects and defects in title (including incorrect and short delivery as well as improper assembly/installation or defective instructions). In all cases, the statutory regulations on the purchase of consumer goods (§§ 474 ff. BGB) and the rights of the purchaser arising from separately issued guarantees, including those by the manufacturer, remain unaffected.
2. Our liability for defects is based above all on the agreement reached regarding the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or that were publicly announced by us (in particular in catalogues or on our website) at the time of conclusion of the contract are considered to be agreements on quality in this sense. If the quality has not been agreed, the statutory provisions shall be used to assess whether or not there is a defect (§ 434 (3) BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.
3. We are generally not liable for defects that the buyer is aware of at the time of conclusion of the contract or is not aware of due to gross negligence (§ 442 BGB). Furthermore, the buyer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and notify (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or further processing, an inspection must always be carried out immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later point in time, we must be notified of this in writing immediately. Any further processing or treatment must be stopped straight away. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects that are not apparent upon inspection must be reported in writing within the same period of time after discovery. If the buyer fails to carry out the proper inspection and/or notification of defects, our liability for defects that are not reported, or not reported in a timely or proper manner, is excluded in accordance with the statutory regulations. In the case of goods intended for installation, attachment or fitting, this shall also apply if the defect only became apparent after processing as a result of a breach of one of these obligations; in this case, the buyer shall have no claims for reimbursement of the corresponding costs ('removal and installation costs').
4. In contracts in which it is agreed that a certain quantity of a certain type of steel may be purchased over a specified period (call-off period) and that the individual deliveries (partial deliveries) are to be made at the buyer's request (call-off orders), liability for material defects due to poor surface quality (roughness, porosity, surface finish), in particular due to surface oxidation and all consequences that have already occurred and will continue to occur as a result of oxidation is excluded if the call-off for the partial delivery of the defective



steel container was not made until after the expiry of the contractually agreed call-off period. The buyer must state in the notice of defects that the call-off for the partial delivery was received in good time and confirm the inclusion of the defective steel container in the partial delivery.

5. Likewise, claims due to poor surface quality (roughness, porosity, surface finish) and, in particular, for surface oxidation and all consequences that have already occurred and continue to occur as a result of oxidation, which are asserted on the basis of a quality guarantee, are excluded if the call-off of the partial delivery of the defective steel container was made after the expiry of the contractually agreed call-off period. The buyer must state in the notice of defects that the call-off for the partial delivery was received in good time and confirm the inclusion of the defective steel container in the partial delivery.
6. In the event of a justified, timely complaint, we can, at our choice, remedy the defect (subsequent performance) or deliver goods that are free of defects (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the buyer in individual cases, they are entitled to reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.
7. We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

The buyer must give us the time and opportunity necessary for the subsequent performance owed, and in particular hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer must return the defective item to us at our request in accordance with the statutory regulations; however, the buyer has no right to demand return. Subsequent performance does not include the removal or uninstallation of the defective item, nor the installation or fitting of a non-defective item, if we were not originally obliged to provide these services; claims by the buyer for reimbursement of corresponding costs ('removal and installation costs') remain unaffected.

8. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory regulations and these General Terms and Conditions, if a defect actually exists.
9. If a reasonable period set by the buyer for subsequent performance has expired without success or is dispensable according to the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory regulations. If the defect is not significant or if the goods have already been sold, processed or redesigned, the buyer is only entitled to a reduction in price.
10. In the case of goods that have been sold as downgraded material or Ila goods, the buyer shall have no rights in respect of material defects relating to the stated reasons for downgrading and such defects of which he is aware or which he would normally expect.
11. Claims by the buyer for reimbursement of expenses pursuant to § 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474, 445c (2), 327 (5) and 327u BGB). Claims by the buyer for damages or reimbursement



of futile expenses (§ 284 BGB) shall only exist, also in the case of defects in the goods, in accordance with the following Section XII.

XII. General limitation of liability and statute of limitations

1. Unless otherwise specified in these General Terms and Conditions, including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory regulations.
2. We shall be liable for damages – regardless of the legal basis, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort – within the scope of fault-based liability in cases of intent and gross negligence.

In cases of simple negligence, we shall – with the exception of statutory limitations of liability (e.g. diligence in our own affairs; insignificant breach of duty) – only be liable

- a) for damages resulting from injury to life, limb or health, and
 - b) for damages resulting from the breach of an essential contractual obligation (essential contractual obligations are the obligation to deliver and install the delivery item on time, to ensure that it is free of legal defects and material defects that significantly impair its functionality or usability, as well as advisory, protection and care obligations that are intended to enable the client to use the delivery item in accordance with the contract or that are intended to protect the life and limb of the client's personnel or to protect the client's property from significant damage); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.
3. The limitations of liability resulting from Paragraph 2 shall also apply to third parties and in the event of breaches of duty by persons (including for their benefit) whose fault we are responsible for in accordance with statutory regulations. They shall not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods, nor shall they apply to claims by the purchaser under the Product Liability Act.
 4. In the event of a breach of duty that does not constitute a defect, the purchaser may only withdraw from the contract or terminate it if we are responsible for the breach of duty. The purchaser's right to terminate the contract at will (in particular in accordance with §§ 650 and 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.
 5. Deviating from § 438 (1) no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. In the case of call-off orders, the limitation period for each partial delivery shall commence upon handover of the respective partial delivery to the buyer. The handover shall be deemed to have taken place when the goods are handed over to the buyer or when the buyer takes possession of them. If the goods are made available on the basis of a call-off order without the buyer calling them off, the limitation period shall commence at the time when the goods are made available for collection and the buyer is informed of their availability.



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6. If the goods are a structure or an item that has been used for a structure in accordance with its normal use and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with the statutory regulation (§ 438 (1) No. 2 BGB). Other special statutory regulations concerning the statute of limitations (in particular §§ 438 (1) No. 1, (3), 444, 445b BGB) remain unaffected.
7. The above limitation periods under purchase law also apply to contractual and non-contractual claims for damages by the buyer based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the buyer pursuant to Section XII (2) sentences 1 and 2 a) and pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

XIII. Place of performance, place of jurisdiction and applicable law

1. The place of performance for our deliveries is, in the case of delivery ex works, the delivery plant, and in the case of other deliveries, our warehouse.
2. If the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Remscheid. The same shall apply if the buyer is an entrepreneur within the meaning of § 14 BGB. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions or a prior individual agreement, or at the buyer's general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.
3. These General Terms and Conditions and the contractual relationship between us and the buyer shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

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