

General Terms and Conditions of Sale, Delivery and Payment (GTCs)

(Non-binding translation from German)

1. Scope of application

The following General Terms and Conditions (GTCs) are an integral part of all contracts for our deliveries and services and apply exclusively. These GTCs also apply to any deliveries or services provided or offers made to the buyer in the future, even if not specifically agreed in connection with the relevant contract. We do not recognize any terms and conditions of the customer that deviate from our GTCs, unless we have expressly agreed to their applicability in writing. Our GTCs shall also apply if we, being aware of customer terms and conditions that conflict with or deviate from our GTCs, carry out the delivery to the customer without reservation.

Any contractual agreements relating to the relevant contract, such as contractual ancillary agreements and contractual amendments, must be made in writing. Legally relevant declarations and notifications by the buyer that relate to the contract (e.g. setting of deadlines, notification of defects, rescission or reduction of the purchase price) must be made in writing (section 126 of the German Civil Code (BGB)) or in text form (section 126b BGB). Statutory formal requirements and further evidence remain unaffected.

The GTCs are sent out annually and can be viewed at www.dural.de.

2. Prices, discounts, terms of payment

1. The price lists valid on the date of the relevant order shall apply. If not stated separately, all prices are exclusive of VAT.
2. We reserve the right to adjust the prices specified in the price lists for the relevant year at our reasonable discretion and taking into account mutual contractual interests, in particular if there are cost reductions or cost increases due to changes in the prices of our key raw materials and changes in energy costs. The information on price adjustments contains a breakdown of the reasons for these adjustments.
3. Discounts and bonuses are only granted by special agreement.
4. Freight and packaging costs included in the price or charged separately shall not be taken into account in the calculation, i.e. they will neither be discounted nor credited.
5. Payments are due within 10 days after delivery with a 2% discount or within 30 days net, or by special agreement. The statutory provisions shall apply to the consequences of late payment.

3. Delivery, shipment, freight, transfer of risk

1. Delivery dates and delivery periods are only binding if they are expressly confirmed as binding.
2. Delivery periods are calculated from the date of order confirmation, but at the earliest from the date of final clarification of all order details.
3. Unforeseen, unavoidable events during production and other obstacles such as force majeure, labor disputes or other disruptions in our own operations or in the operations of our suppliers, as well as delayed deliveries by our suppliers, will entitle us to extend the delivery period by the duration of the hindrance. We will inform the customer of the start and end of such circumstances as well as of the expected duration of the delay without undue delay (unverzüglich).
4. Our products have different delivery periods, depending on availability. We reserve the right to make separate deliveries of available items. Any information on the availability, shipment or delivery of a product is only indicative and serves as an approximate guide. Such information does not constitute binding or guaranteed shipment or delivery dates, unless a binding date has been expressly agreed. The customer's statutory claims remain unaffected.
5. Goods ordered are shipped ex works. Freight and cost-free shipments shall only be made by separate agreement in writing or text form.

6. Shipping is carried out at our best discretion and without guarantee for the cheapest and fastest way. Unless otherwise agreed, the goods are shipped uninsured. The transport risk will pass to the customer when the goods are handed over to the forwarding agent or carrier.
7. We deliver in standard commercial packaging; the cost of any special packaging required shall be borne by the customer.

4. Obligation to give notice of defects; warranty

1. Upon receipt, the delivered goods must be examined without undue delay for correctness, completeness and defects in accordance with section 377 of the German Commercial Code (HGB). The delivered items must be carefully examined without delay once they have been delivered to the buyer or a third party designated by the buyer (sections 377, 381 HGB). Items will be deemed to have been approved by the buyer with respect to obvious defects or other defects that could have been noticed if carefully examined without undue delay unless we receive notice of defects in writing or in text form (section 126b BGB) within 7 working days of delivery to the buyer. The delivered items will be deemed to have been approved by the buyer with respect to other defects unless we receive notice of defects within 7 working days of the date on which the defect became apparent; however if, given normal use, the defect was obvious at an earlier date, such earlier date will be decisive for the commencement of the notice period. Note: Due to the technical processes deployed, optical impurities such as draw marks, color deviations, etc. may occur. These are typical characteristics of our products.
2. Rejected goods must be kept ready for inspection by us in the condition in which they were at the time the defect was discovered. The rejected goods must be stored properly by the customer until the complaint has been clarified.
3. If our goods are unusable in whole or in part as a result of defects, we shall, at our reasonable discretion, remedy the defects free of charge or deliver goods free of defects.
4. If goods have to be returned to us due to a defect, they may only be returned to us with our consent. We are not obliged to accept goods returned without our consent. In this case, the buyer shall bear the costs of the return shipment.
5. The warranty period for entrepreneurs is twelve (12) months after the date on which risk passed to the buyer; for consumers, the statutory warranty periods apply. In the case of goods that are used for buildings in accordance with their usual purpose, a limitation period of twelve (12) months applies to entrepreneurs for defects that usually become apparent within this period. Section 438 BGB remains otherwise unaffected.

5. Liability

1. Unless otherwise stated in these General Terms and Conditions, including the following provisions, we shall, in the event of a breach of contractual or non-contractual obligations, be liable in accordance with the statutory provisions.
2. We shall be liable for damages within the scope of fault-based liability in cases of intent (Vorsatz) and gross negligence. In the event of ordinary negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in one's own affairs; insignificant breach of duty), for:
 - a) damage resulting from injury to life, body or health,
 - b) damage arising from a breach of a material contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on compliance with which the counterparty regularly relies and may rely); in this case, however, liability is limited to compensation for 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 provisions.
4. The limitations of liability resulting from paragraph 2 shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed nor in respect of claims that may be asserted by the buyer under the German Product Liability Act (Produkthaftungsgesetz).
5. In the event of liability for ordinary negligence, our obligation to pay compensation for damage to property and any resulting further financial loss shall be limited to foreseeable, typically occurring damage, even if it relates to a breach of material contractual obligations.

6. Retention of title

1. We retain title to all goods delivered by us until all claims arising from the business relationship with the customer have been settled. In the case of open account billing, the retained title shall also serve as security for the claim to the balance.
2. If the goods subject to a retention of title (reserved goods) are further processed or combined to form a new item belonging to the customer, it is agreed that the customer shall transfer co-ownership of the new item to us and shall keep it for us free of charge. Our ownership interest shall be determined by the ratio of the value of the reserved goods to the value of the new item.
3. The customer hereby assigns to us all claims against its buyer arising from the resale of reserved goods. If the reserved goods are resold together with other goods that do not belong to us, the customer shall assign to us the part of the claim arising from the resale that corresponds to the invoice amount of the reserved goods. We will release the reserved goods and any property or claims by which the reserved goods may be replaced to the extent that their value exceeds the amount of the secured claims by more than 50%.
4. The customer is entitled to process and sell the reserved goods in the due course of business until late payment occurs. The reserved goods must not be pledged and title to them must not be transferred by way of security. The customer remains revocably authorized to collect the claims from the resale. Upon request, he must notify his customers of the assignment and provide us with all information and documents that we require to assert our rights. We may only revoke this collection authorization in the event of late payment or final non-payment.
5. If the reserved goods are seized or if our rights are impaired in any other way by third parties, the customer must inform us without undue delay.

7. Final provisions

1. The mutual obligations shall be performed at the place of the seller's registered office. The exclusive place of jurisdiction for all disputes arising in connection with our deliveries or services or otherwise in connection with the contractual relationship is Montabaur.
2. The contractual relationship is governed by the law of the Federal Republic of Germany with the exception of its conflict of law rules. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded; German law shall also apply in this respect.
3. Should any provision be or become invalid, this shall not affect the validity of the other provisions.