

# **General Terms and Conditions for orders placed via Weinmann-365 online shop of Weinmann Aach AG, Germany**

**Version May 2025**

## **I. Validity / Conclusion of contract**

1. These General Terms and Conditions (hereinafter: "GTC") apply to all contracts for the delivery of goods (hereinafter: "Products") and other services concluded between a person or a partnership with legal capacity in the exercise of their commercial or self-employed professional activity (entrepreneur in accordance with sec. 14 of the German Civil Code (BGB), hereinafter referred to as "Customer") and Weinmann Aach AG (hereinafter referred to as "Supplier") via Supplier's online shop (<https://weinmann-aach.de/de/shop>, hereinafter referred to as "Weinmann-365"). Customer's terms and conditions of purchase shall not apply even upon acceptance of the order.
2. Any offer made by Supplier, in particular those listed on Weinmann-365, are non-binding. Placing an order means making a binding offer to conclude a purchase contract. Such offer only becomes effective upon acceptance by Supplier. Customer's contractual partner will be Weinmann Aach AG, represented by the members of the Executive Board, Messrs Sascha Rauter, Benjamin Schmelzle and Jonas Weinmann, Am Eichwald 6, D-72280 Dornstetten / ~~Germany~~ (0)7443 20031, fax: 4919 (0)7443 20031, email: [info@weinmann-aach.de](mailto:info@weinmann-aach.de). Customer may submit their offer via the Weinmann-365 order form.

## **II. Ordering via Weinmann-365**

1. Any order via Weinmann-365 requires an activated Customer account. Supplier sets up the Customer account for the Customer after preliminary verification and assigns a user name to the Customer. Customer may assign an individual password to the account.
2. To place an order, the Customer logged in with their Customer account selects one or more Products in the desired quantity, length or weight for the so-called shopping cart (button: "Add to cart"). Clicking on the "Shopping cart" button (truck symbol), takes Customer to the shopping cart overview ("My shopping cart 365"). At the "My shopping cart 365 checkout" level, Customer has to select the desired shipping method (delivery or collection; complete delivery or partial delivery; desired delivery date) and is provided with a summary of all relevant order details. By clicking on the "Confirm order" button, Customer submits a binding purchase offer regarding the Products placed in the virtual shopping cart, confirming the GTC. Customer may also first request a non-binding offer from Supplier by clicking on the "Request offer" button.
3. Until the order is submitted, Customer can change all data entered by clicking on the "Back" button in the browser window or cancel the ordering procedure by closing the browser window.
4. Upon receipt of the order, Supplier provides Customer with a corresponding notice of receipt to the email address provided by Customer, listing the subject of the order and the selected terms and conditions. Customer can print this out using the "Print" function. Any notice of receipt merely documents that Supplier has received the order or enquiry.
5. The contract is only concluded when Supplier confirms the order by sending an order confirmation in text form, but no later than when the ordered Products are delivered. Supplier may accept an order within three working days from receipt of the order. If Supplier does not accept the order within the aforementioned period, this shall be deemed a rejection of the order, with the result that Customer is no longer bound by the order.

6. Any illustration included in the Product descriptions are only approximate, unless the contractually agreed purpose requires exact conformity.

7. The contract may be concluded in German, English or French language.

### **III. Prices, shipping costs**

1. All prices included in Weinmann-365 are net prices plus VAT and plus any other price components, if applicable. If and to the extent that shipping costs are charged in individual cases, these are listed in the summary of the order data before submission.

2. In the event Customer is seated outside the European Union (EU) or makes the payment from outside the EU, additional costs (e.g. for payment transactions or import) may be incurred, which are to be borne by Customer.

### **IV. Payment**

1. Customer may generally choose from the following payment methods:

- Payment on invoice;
- Payment by direct debit;
- Payment in advance.

Supplier reserves the right not to offer certain payment methods in individual cases and to refer Customer to one or more of the other payment methods mentioned.

2. Unless otherwise stated in the Supplier's invoice, the purchase price is due immediately after delivery without any discount. This also applies in case any agreed test certificates in accordance with DIN EN 10204 are missing or arrive late.

3. In case the relevant payment term is exceeded or if payment is delayed, Supplier shall be entitled to charge interest at a rate of 9 percentage points above the respective base rate, unless higher interest rates have been agreed. In addition, Supplier shall be entitled to charge a flat-rate late payment fee of € 40.00. Supplier reserves the right to claim any further damage resulting from late payment.

4. If, after conclusion of the contract, it becomes apparent that Supplier's claim for payment is at risk due to Customer's inability to pay, if Customer defaults on a significant amount or if other circumstances arise that indicate a significant deterioration in Customer's ability to perform after conclusion of the contract, Supplier shall be entitled to the rights set out in sec. 321 of the German Civil Code (BGB). This shall also apply if Supplier's obligation to perform is not yet due. Supplier shall then also be entitled to demand payment of all claims from the current business relationship with Customer that are not yet due. Customer shall also be deemed to be in default of payment if Customer is in arrears with a significant amount (10 % or more of the due claims) for at least three weeks, or if there is a significant downgrading of Customer's existing limit with Supplier's credit insurer.

5. Customer shall only be entitled to offset counterclaims against Supplier if Customer's counterclaims are undisputed or have been legally established, are based on the same contractual relationship with him and/or would entitle him to refuse performance in accordance with sec. 320 BGB (German Civil Code). This applies in particular in the event that any agreed test certificates in accordance with EN 10204 are missing or arrive late.

### **V. Delivery, availability of Products**

1. Supplier's delivery obligation is subject to its own correct and timely self-delivery in accordance with the contract, unless Supplier is responsible for the incorrect or delayed self-delivery. In particular, Supplier shall be entitled to withdraw from the contract if it has concluded a proper covering purchase but is not supplied for reasons for which it is not responsible.
2. Unless Customer selects the "collection" shipping method in the Weinmann-365 order form, the Products will be shipped to the delivery address specified by Customer when placing the order and, if possible, on the date selected by Customer. Even confirmed delivery dates remain non-binding. Unless otherwise stated in individual cases, all Products offered via Weinmann-365 are available in stock. In individual cases, however, Supplier may have to reorder Products from its sub suppliers before.
3. The Products are generally delivered unpackaged and without rust protection. Where so provided by trade usage, Supplier shall deliver packed. Supplier shall provide packaging, protection and/or transport aids to its experience at the expense of Customer. Any packaging shall be taken back in order to comply with the provisions of the German Packaging Act (Verpackungsgesetz) upon prior advance notice at the place of Supplier's registered office. Supplier shall not bear any costs for their re-transport or disposal.
4. The risk, including the risk of seizure of the Products, shall pass to Customer when the Products are handed over to a forwarding agent or carrier, at the latest with their departure from the warehouse or from the mill. The Customer shall unload the Products at its risk and cost.
5. In case of the shipping method "collection", Customer shall collect the Products within one week from the day selected. Otherwise, Supplier shall be entitled, following a reminder, to ship the Products at its own discretion at the expense and risk of Customer or to store them at its own discretion and invoice them immediately.
6. If Supplier or the transport company chosen by him fails to deliver the ordered Products, Customer shall bear the costs for the unsuccessful dispatch. This does not apply in case Customer is not responsible for the delivery failure, unless Supplier had notified him in good time.
7. Supplier shall be entitled to make partial deliveries at reasonable quantities, unless Customer has selected the option "complete delivery" at Weinmann-365, insofar as available for the respective order.
8. Any force majeure event shall entitle Supplier to postpone delivery for the period of the hold-up and an appropriate start-up time. This also applies if such events occur during a present default. Force majeure is the equivalent of monetary or trade measures or other acts of sovereignty, strikes, lockouts, breakdowns not caused by Supplier (e.g. Fire, machinery or roller breakdown, shortage of raw materials and lack of energy), pandemic or flood disaster and their related impact, obstruction of transport routes, delays in clearing the Products for import and in customs clearance, insolvency of the relevant sub supplier as well as of all other circumstances, that essentially impede or render the deliveries and performances impossible, without being caused by Supplier. Thereby, it is irrelevant if the circumstances occur with Supplier or with the relevant sub supplier. If performance becomes unacceptable for one of the parties due to the abovementioned events, the party shall be able to withdraw from the contract by instant declaration in text form.

## **VI. Retention of title**

1. All delivered Products shall remain the property of Supplier (hereinafter: "Reserved Property") until all claims have been fulfilled, in particular also the respective balance claims to

which Supplier is entitled within the scope of the business relationship (hereinafter: "Current Account Reservation"). This shall also apply to future and conditional claims, e.g. from acceptor's bills of exchange, and also if payments are made on specially designated claims. The Current Account Reservation shall expire upon settlement of all claims still outstanding at the time of payment.

2. Processing and manufacturing of the Reserved Property shall be carried out for Supplier as manufacturer within the meaning of sec. 950 of the German Civil Code (BGB), however without committing him in any way. The processed or manufactured Products shall be deemed Reserved Property within the meaning of clause 1 above. In the event of processing, combining and mixing of the Reserved Property, Supplier shall be entitled to co-ownership of the new item in the ratio of the invoice value of the Reserved Property to the invoice value of the other goods used. If Supplier's ownership expires as a result of combining or mixing, Customer hereby assigns to Supplier the ownership rights to which it is entitled in the new stock or item to the extent of the invoice value of the Reserved Property and shall store them for Supplier free of charge. Supplier's co-ownership rights shall be deemed Reserved Property within the meaning of Clause 1 above.

3. Customer may only sell the Reserved Property in the ordinary course of business at its regular terms and conditions and provided he is not in default, and provided that the claims resulting from such resale are transferred to Supplier in accordance with the following clauses 4 to 6. Customer shall not be entitled to dispose of the Reserved Property in any other way.

4. Customer hereby assigns to Supplier any claims resulting from the resale of the Reserved Property, together with all securities which Customer acquires for the claim. Supplier hereby accepts the assignment. Such claims shall serve as security to the same extent as the Reserved Property. If the Reserved Property is resold by Customer together with other goods not purchased from Supplier, then any receivables resulting from such resale shall be assigned to Supplier in the ratio of the invoice value of the Reserved Property to the invoice value of the other goods sold. In case of the resale of Products in which Supplier has co-ownership rights according to clause 2 above, the assignment shall be limited to the part, which corresponds to the Supplier's co-ownership rights.

5. Customer shall be entitled to collect any receivables resulting from the resale of the Reserved Property. This right shall expire if withdrawn by Supplier, at the latest if Customer defaults in payment; fails to honour a bill of exchange; or files for bankruptcy. Supplier shall only make use of its right of revocation if and in so far as it becomes evident after conclusion of the contract that payment resulting from this contract or from other contracts is jeopardised by the lack of Customer's ability to pay. At Supplier's request, Customer shall immediately inform its own customers of such assignment to Supplier and to provide Supplier with any documents required for collection.

6. Customer shall inform Supplier immediately of any seizure or other impairment of the Reserved Property by a third party. Customer shall bear all costs incurred for the cancellation of the seizure or for the return transport of the Reserved Property, if and in so far as such costs are not borne by a third party.

7. If Customer is in default of payment, Supplier shall be entitled to take back the Reserved Property, to enter Customer's premises for this purpose if necessary and to sell the Reserved Property best possible by crediting the proceeds to the purchase price. The same shall apply if it becomes evident after conclusion of the contract that payment resulting from this contract or from other contracts is jeopardised by Customer's lack of ability to pay. If Supplier takes back the Reserved Property, this shall not be regarded as withdrawal from the contract. The statutory regulations of the German Insolvency Act (Insolvenzordnung) shall remain unaffected.

8. If the total invoice value of Supplier's collateral exceeds the secured receivables including additional claims for cost and/or interest by more than 20 per cent, Supplier shall – upon Customer's request – release pro tanto collateral at Supplier's discretion.

## **VII. Test certificates, weight, customs tariffs**

1. Any supply of inspection documentation (such as Mill Test Certificates) acc. to EN 10204 is subject to prior order. Supplier shall be entitled to transmit such document as a copy.

2. The weight determined by Supplier or its sub-supplier shall be decisive. Proof of weight shall be provided by submitting the weighing ticket. Supplier is further entitled to determine the weights of steel products by length and width and / or theoretically, whereby the dimensions are to be determined according to recognised statistical methods. In this context, Supplier shall be entitled to increase the theoretical weight by 2 1/2 % (commercial weight) to compensate for rolling and thickness tolerances and to calculate the weight based on a specific weight of 8 kg/dm<sup>3</sup>.

3. Any indications given in the delivery notes as to the number of pieces, bundles etc. are not binding, if and in so far as the Products are invoiced by weight. Where, in accordance with trade usage, the Products are not weighed piece by piece, the total weight of the delivery shall prevail. Any difference with regard to the calculated weight of the single pieces shall be proportionally allocated to them.

4. In case Supplier provides Customer with corresponding customs tariff numbers for Products to be supplied, Supplier shall not be liable in any way. The same applies to information on the preferential or non-preferential origin of the delivered Products. Customer may refer to customs office in charge for any binding information on customs tariff numbers and / or on the preferential or non-preferential origin. It is the sole responsibility of Customer to determine the correct customs tariff number or the correct origin, e.g. via a "binding customs tariff information" or a "binding origin information".

## **VIII. Warranty**

1. Any inner and outer properties of the Products, in particular their quality, grade and dimensions, shall be determined in accordance with the agreed quality, in particular in accordance with the agreed standards, data sheets, material sheets or other technical provisions. Any reference made to standards and similar rules, to test certificates in accordance with EN 10204 and similar certificates as well as information on the quality, grade, dimension, weight and usability of the Products shall not constitute any warranty or guarantee. The same shall apply to declarations of conformity and similar markings such as CE and GS.

2. Supplier shall not assume any liability for a specific use of the Products. Rather, it is the responsibility of Customer to check the suitability of the Products for the intended use.

3. Insofar as the Product has the agreed quality in accordance with clause 1 above, Customer is not entitled not invoke the Product is not suitable for normal use or has a quality that is usual for goods of this type and which Customer expected. In this respect, Supplier's liability is excluded in accordance with Section IX of the GTC.

4. Any defect of the Product and, if applicable, of the test certificates in accordance with or pursuant to EN 10204 shall be reported in text form immediately, at the latest seven days after delivery. Any transport damage can only be taken into account if it is noted on the delivery note. Any defect that cannot be discovered immediately after delivery, even with the most careful inspection, shall be reported to Supplier in text form immediately after discovery.

5. In the event Customer intends to install or attach the Product in or to another object, Customer shall be obliged to check the properties of the Product relevant for the designated use prior to installation and to notify Supplier immediately of any defects in the Product. If Customer fails to inspect the properties of the Product relevant for the designated use at least at random prior to installation or attachment (e.g. by function tests or a trial installation), this shall be regarded as a particularly grave disregard of the care required in the ordinary course of business (gross negligence) in relation to Supplier. In such case, Customer may assert any rights in relation to these properties only if the defect had been deliberately concealed or in a case of a guarantee for the respective quality of the Product.

6. For prefabrication processes and when the Product is used to manufacture a new product before installation, Supplier shall only be liable for any expenses or damages incurred by Customer in particular for new production or restoration costs, in the event of a culpable breach of Supplier's contractual obligations. This also applies if the Product is still in its original condition after processing by Customer.

7. If and in so far Customer's claim for defects is justified and has been made in time, Supplier may, upon its discretion, remedy the defect or deliver a defect free Product ("cure"). Should the cure fail or should Supplier refuse it, Customer may exercise its statutory rights. In cases where the defect is trivial or where the Product has already been resold, processed or transformed, Customer may only reduce the purchase price.

8. In the event Customer has installed the Product, in accordance with the Product's type and designated use, into another object or attached the Product to another object, Customer may claim reimbursement of its necessary costs for the dismantling of the defective Product and the installation or attachment of a defect free Product ("dismantling and installation costs") only in accordance with the following provisions:

- Necessary dismantling and installation costs are only those, which directly result from the dismantling resp. removal of the defective Product and the installation resp. attachment of an identical Product, have accrued on the basis of competitive market prices and have been proven by Customer by appropriate documents in text form.
- Additional costs of Customer for consequential damages such as e.g. loss of profit, down time costs or additional costs for covering purchases are no dismantling and installation costs and therefore not recoverable under sec. 439 para. 3 of the German Civil Code (BGB). The same applies for sorting costs and for supplementary costs resulting from the fact that the Product is at a place other than the agreed place of delivery.
- Customer is not entitled to request advance payments for dismantling and installations cost or other expenses required for the remedy of the defective delivery.

9. In the event Customer fails to give Supplier the opportunity to immediately inspect the defect, or Customer, especially when asked to do so, fails to make the objected Product or samples therefrom available without delay, any warranty claims shall be void.

10. In the event, on an individual basis, the costs incurred by Customer for the remedy of the defective delivery are disproportionate, namely with regard to the purchase price of the defect free Product and under consideration of the importance of the infringement of the contract, Supplier shall be entitled to refuse the reimbursement of such costs. Disproportionate costs are especially given in case the costs requested by Customer, in particular dismantling and installation costs, exceed 150 % of the purchase price of the Product invoiced or 200 % of the value of the defective Product. If the last contract in the supply chain is a consumer sale, the reimbursement of expenses shall be limited to the appropriate amount.

11. No warranty shall apply to such Products sold as declassified material with regard to such defects either specified in the contract or to those normally to be expected. Any Product classified as secondaries ("Ila-Ware") shall not be subject to any warranty in accordance with section IX of the GTC.

12. In accordance with Section IX of the GTC, any additional claims are not acceptable. This applies in particular to claims for

- Damages which did not occur to the Product itself (consequential damages);
- Costs of Customer related to the self-remedy of defects without the legal requirements being fulfilled and;
- Dismantling and installation costs, in case due to a transformation undertaken by Customer before the installation of the Product into another object or before attachment of the Product to another object, the installed or attached goods provide substantially different features than the original Product delivered by Supplier or have been transformed to new products.

## **IX. Liability**

1. Supplier's liability for breach of contractual or extra-contractual obligations, in particular for non-performed or deferred deliveries, for breach of duties prior to the contract as well as for tortious acts – including Supplier's responsibility for its managerial staff and any other person employed in performing its obligations - shall be limited to damages caused by Supplier's wrongful intent or by Supplier's gross negligence and, in case of gross negligence, shall in no case exceed the foreseeable losses and damages characteristic for the type of contract in question.

2. The aforesaid restrictions shall not apply to such cases where Supplier breaches its fundamental contractual obligations and where such a breach will endanger the contractual purpose; nor to such obligations enabling the proper performance of the contract in the first place and on the observance of which Customer may regularly rely; it shall neither pertain to damages to life, to the body or to health caused by Supplier's fault nor to any cases where Supplier has guaranteed certain characteristics of the Product. Nor shall such clause affect Supplier's statutory liability laid down in the German Product Liability Act (Produkthaftungsgesetz). Any statutory rules regarding the burden of proof shall remain unaffected by the aforesaid.

3. Unless otherwise agreed, any contractual claim which Customer is entitled to in connection with the delivery of the Product shall fall under the statute of limitations within a period of one year after the Product was delivered to Customer. This shall not apply insofar as Section 438 para. 1 No. 2, Section 478, 479 or Section 634a para. 1 No. 2 of the German Civil Code (BGB) require longer limitation periods, in cases of injuries to life, body and health, breaches of contract caused by Supplier's wrongful intent or gross negligence or in cases where a defect is fraudulently concealed.

## **X. Data storage and contract details**

Supplier stores data entered during the ordering process in a form that Customer cannot directly review. However, Customer may review all order data in text form in its customer account via the account symbol in the header or the "My Weinmann 365" button, as well as in the order confirmation or order acceptance. These GTC are available for download at <https://www.weinmann-aach.de/de/download-bereich>. Customer may save and/or print this data.

## **XI. Place of jurisdiction, applicable law**

1. The place of jurisdiction shall be Dornstetten / Germany or Customer's registered office, at Supplier's discretion.
2. The law of the Federal Republic of Germany shall apply to all legal relationships between Supplier and Customer in addition to the GTC, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
3. In case of doubt, the German version of these GTC shall prevail.