

GENERAL TERMS AND CONDITIONS

1. Scope of Application

The following General Terms and Conditions of Doduco Group apply to the entire business relationship with the customer, even if they are no longer referred to in subsequent transactions. They shall also apply if the customer refers to deviating terms and conditions in his order or in a confirmation letter unless we have expressly agreed to them in writing. By accepting our goods, the customer agrees to our general terms and conditions. If the customer does not agree, he must object immediately. An objection in an oral form is not sufficient.

2. Offer and Order

An offer is only binding if the order is confirmed by us in writing. Verbal agreements or agreements made by phone shall only become part of the contract if they are confirmed by us in writing. If the customer objects to the content of the order confirmation or the timeliness of its receipt, he must immediately object in writing, otherwise the contract shall be deemed to have been concluded as provided for in the order confirmation. If applicable to the contract, the right of cancellation at any time in accordance with para. 649 sentence 1 BGB (German Civil Code) is excluded.

3. Delivery Periods

The delivery date results from our order confirmation. If the customer subsequently requests changes, the delivery period shall be extended in accordance with the new agreements to be made. This shall also apply if details of the execution are to be clarified after the order confirmation or if the customer has not yet provided the documents, authorizations or approvals to be procured by him or if any agreed advance payment has not yet been received. The delivery period shall be extended - without prejudice to our rights arising from the customer's default - by the period in which the customer is in default with one of his obligations arising from this order. The delivery period shall also be extended by the period in which the customer is in default with one of his obligations from another order. Furthermore, the delivery period shall be extended by the period in which production is delayed due to the customer's default, insofar as we consider the delay necessary to ensure delivery to other customers. In this case, a new delivery date must be agreed with the customer. In the event of force majeure, operational disruptions for which we are not responsible, strikes and lockouts, the delivery period shall be extended accordingly. This shall also apply if we are not supplied with materials or accessories without our fault or only with a delay. If the customer suffers damage due to a delay caused by our fault, he shall be entitled to demand compensation for the damage caused by the delay after setting a reasonable grace period, to the exclusion of further claims due to delay. For each full week of delay, calculated from the expiry of the period of grace, the compensation for damage caused by delay shall amount to half a per cent of the value of that part of the total delivery which cannot be used on time or in accordance with the contract because of the delay, but in total not more than five per cent of this value. The value of the precious metal content shall not be considered when calculating the compensation. If a lump sum compensation has been agreed, the entire damage caused by the delay shall be covered by the lump sum compensation. Further claims for damages are excluded unless the damage was caused by gross negligence on our part or on the part of our vicarious agents.

4. Transport and Transfer of Risk

Transport shall be at the customer's expense and in accordance with the customer's instructions. In the absence of instructions to the contrary from the customer, we shall be entitled to dispatch the goods freight collect and to determine the means of transport and the transport route at our reasonable discretion. Unless otherwise agreed, we shall be entitled to fully insure the goods at the customer's expense. Otherwise, the customer is obliged to insure the full value of the goods himself, unless the purchase price has been paid in full before dispatch. The customer must inspect the goods immediately for transport damage. Any transport damage found must be recorded in writing and reported to us immediately. The customer shall be liable for any damage for which we are responsible due to delayed inspection and/or notification by the customer. The transfer of risk shall take place ex works (EXW), even if partial deliveries are made or additional services, e.g. the assumption of shipping costs or transport and installation, are provided by us. If dispatch is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the day on which the goods are ready for dispatch. Partial deliveries are permissible, provided they do not lead to a delay on our part.

5. Rectification

a) Delivery

The client shall bear the costs and risk of delivery of material to be reworked and neutralized to our works, even if we provide a means of transport.

b) Reservation

If the material handed over to us for reworking requires additional expenditure due to special properties not notified to us by the customer when the order was placed, we reserve the right to charge for this expenditure in addition to the expenditure stated in an offer or cost estimate submitted by us and to extend the subsequent delivery or purchase deadlines accordingly if necessary. We are entitled to withdraw from the contract at our discretion. The material to be processed must be properly packed by the customer in compliance with any instructions issued by us. Hazardous (e.g. toxic, corrosive, explosive, highly flammable, radioactive) processing material and material containing harmful and irritant substances (e.g. chlorine, bromine, fluorine, mercury, arsenic, selenium, tellurium, etc.) may not be accepted unless the acceptance or delivery has been expressly agreed with us in advance. Further conditions are safe packaging and careful labelling.

c) Liability for material to be reworked and material to be neutralized

The customer shall only be entitled to claims for damages due to improper handling or storage or a resulting loss of material if and to the extent that our property insurer and/or liability insurer has issued a cover note. In addition, we shall be liable for damages resulting from injury to life, limb or health in the event of simple negligence and in the event of a breach of a material contractual obligation. In the latter case, however, our liability is limited to the foreseeable damage typical for the contract. Unless otherwise agreed, we shall only be liable for damage caused intentionally or by gross negligence. However, the customer shall bear all other risks. Insofar as we are not liable in accordance with the above paragraph, the customer shall be liable for damages incurred by the customer, us or third parties due to the hazardous nature, the lack of safety of the packaging carried out by the customer and the incorrect or inaccurate labelling of the materials to be processed or neutralized. This liability generally ends with the complete clearance of the material, whereas it continues in the case of radioactivity.

In the case of radioactivity, liability continues until the content of radioactive isotopes has fallen below the permissible levels for our precious metals and precious metal products. This provision shall also apply to contract processing work carried out by us. In all other respects, the provision in clause 10 shall apply.

d) Invoicing and subsequent delivery

Invoicing shall be based on the weights and contents determined by us prior to reworking. These invoices shall become binding if the customer does not object in writing within a period of two weeks after the date of our invoice. After weighing and sampling, we are authorized to process the material to be reworked.

e) Offsetting

Subject to the customer's consent, the costs of reworking may be offset against the value of the metals to be returned.

f) Transfer of title of the materials to be refined

We are authorized to hold all precious metal stocks of all customers jointly. If such stocks are mixed with other precious metal stocks of the same type and quality during storage, the owners of the precious metal stocks shall become co-owners under the administration of Doduco Company. The extent of the customer's co-ownership share in the co-owned stocks is shown in the so-called personal metal accounts. If precious metals are bought or sold, ownership is transferred by entry in the respective personal metal account.

6. Prices

Our prices are quoted net without any deductions, in euros, excluding tools, industrial property rights, packaging, freight, postage, insurance, customs clearance, unloading, assembly and VAT. These costs will be added to the price at our discretion, paid directly by the customer or reimbursed by the customer if they are paid by us. Customary quantity and weight tolerances for deliveries must be accepted by the customer. In the event of over-deliveries, we shall be entitled to demand a corresponding surcharge. In the event of under-deliveries, the customer may, at his discretion, demand a corresponding credit note or reduction of the purchase price. Unless we have agreed otherwise in writing, our prices are (i) ex works Doduco, (ii) excluding the price of the silver, nickel and/or other metals contained in the product, the price of which is shown separately on the invoice, and (iii) excluding transport, insurance, taxes, license fees, customs duties, fees and other charges. If the tariff charges or the material prices have changed by an agreed delivery date which is fixed at a time of more than four weeks from the order confirmation, we shall be entitled to adjust the price by an amount which does not exceed the additional costs actually incurred.

7. Terms of payment, default and assignment of claims

Our invoices are payable as follows:

a) Tools, contract work and precious metals (including those processed): Immediate payment upon receipt of invoice without deduction.

b) Other services and deliveries:

Payable within 30 days of the invoice date without deduction or as agreed. Bills of exchange shall not be accepted by us as a means of payment for the settlement of invoices, nor shall they be used to settle the customer's liabilities arising from such invoices. Cheques will be accepted by us but will only be credited to the customer's debt after actual receipt of the money. If the customer is in default of payment, he shall pay interest on arrears at a rate of 8 percentage points above the base rate, without prejudice to any further damages. In addition, the customer shall bear all fees, costs and expenses incurred in connection with any legal proceedings outside Germany. If several invoices and/or claims are outstanding, the debt from these invoices and/or claims shall always be repaid in the order of para. 366 section 2 BGB (German Civil Code), even if the customer has specified otherwise. If we become aware of bill protests by the customer, enforcement measures against the customer's assets, any other significant deterioration of the customer's assets or if the customer is in arrears with the payment of other invoices during an ongoing business relationship, we may, at our discretion, demand settlement of the respective claim or the provision of security prior to delivery. We shall not be obliged to make further deliveries until this demand has been fulfilled.

c) Our claims against the customer may be assigned to third parties.

d) Until the issuing of electronic invoices according to the German Wachstumschancengesetz (BGBI. I 2024 No. 108) is legally binding, our customers tacitly agree to the continued use of the previous invoice formats in accordance with the German Federal Ministry of Finance letter dated October 15, 2024, margin no. 20 (Gz III C-2 - S 7287-a/23/10001).

8. Offsetting, Retention

The customer has no right to set-off unless the counterclaims against us are undisputed or have been recognized by declaratory judgement, both in terms of reason and amount. A right of retention shall only exist if it is based on the same contractual relationship. We are entitled to use the services of subcontractors in connection with the fulfilment of our contractual obligations.

9. Retention of Title

a) We reserve title to the delivered goods until full payment of the purchase price or the consideration and until settlement of all past and future deliveries arising from the business relationship including all ancillary claims, in the case of payment by cheque or bill of exchange until they have been honored. This shall also apply if the price for certain deliveries of goods designated by the customer has been paid.

b) If the customer does not fulfil his obligations from the purchase contract or from another contract within the framework of the current business relationship, we are entitled to withdraw from the purchase contract under the conditions of para. 323, 323 BGB (German Civil Code). In this case, the customer is obliged to return the delivered goods to us immediately. If the value of the returned goods has decreased between the day of delivery and the day of return, the customer is obliged to reimburse us for the difference.

c) In the case of a current account, the reserved title shall be deemed security for our balance claim. If financing by cheque/bill of exchange has been agreed, ownership in the aforementioned cases shall only be transferred upon final encashment of the bill(s) of exchange.

d) The customer may only sell the goods in the ordinary course of business (i.e. no transfer by way of security, no pledging, no sale by private treaty) and only as long as he is not in default with the fulfilment of his contractual obligations.

e) In the event of sale, the customer hereby irrevocably assigns to us as security the claims to which it is entitled from the sale, processing or other legal grounds as well as a claim for restitution based on the retention of title. Furthermore, the customer assigns insurance claims arising from damage, loss, theft or robbery of the goods.

f) If goods subject to retention of title which are processed or combined with goods not supplied by us are sold, the customer's claim shall be assigned to us in the ratio of the invoice value of the processed goods subject to retention of title to the acquisition costs of the other processed goods.

g) If the customer uses our goods within the framework of a contract for work and labor, he hereby assigns to us his claim for consideration against his contractual partner in the amount of the remaining debt. We accept this assignment. The assignment shall also apply if the reserved goods have previously been processed or treated by our customer or sold to several purchasers.

h) If goods are processed, combined and installed by the customer with goods that do not belong to us, we shall be entitled to ownership of the new products in the ratio of the invoice value of the processed goods subject to retention of title to the acquisition costs of the other processed goods. We are the manufacturer within the meaning of para. 950 BGB (German Civil code). In all other respects, the same conditions shall apply to the new item as to the goods subject to retention of title.

i) The customer is authorized to collect the claims assigned to us. In the event of default or if the conditions for premature maturity are met, we shall be entitled to revoke the authorization to collect our claims and to disclose the corresponding accounts.

j) We undertake to release the aforementioned securities at our discretion if the realizable value of these securities exceeds the claim to be secured by 20%.

10. Notification of Defects

The customer must inspect the goods immediately. Parts intended for installation must be carefully checked (tested) for all quality characteristics before installation. Recognizable defects must be reported immediately before any processing or before the intended installation. The notification period begins on the day of receipt by the customer or the customer's designated recipient. Installation or processing without inspection or testing shall be deemed approval of the delivery as being in accordance with the contract and shall exclude warranty claims unless hidden defects are involved.

Hidden defects must be reported immediately after their discovery. The customer must secure evidence of the defects and give us the opportunity to inspect them. If the customer does not fulfil this obligation or does not comply with the deadline for notification of defects, the delivery shall be deemed approved. In this case, warranty claims and any claims for damages are excluded.

11. Liability for Material Defects and Guarantees of Quality and Durability

We are obliged to deliver our goods free of material defects. Customer claims shall become time-barred twelve months after delivery or acceptance. Insofar as we provide quality or durability guarantees for certain goods, these shall be deemed dependent guarantees in case of doubt. Guarantees must be specified in writing in each individual case and expressly labelled as guarantees. In case of doubt, dimensions, weights, performance and quality specifications as well as technical data of any kind do not constitute guarantees, but merely product descriptions. We reserve the right to make changes in construction and/or design that do not impair the functionality or value of the delivery item and do not entitle the customer to give notice of defects unless we have given a corresponding guarantee. Unless otherwise specified by the customer, we determine the materials according to our experience and regarding the intended use. However, a recommendation made by us does not release the customer from his obligation to check the suitability of the materials for his specific case. In the event of justified notices of defects and complaints, we shall be entitled to rectify the defect and/or, at our discretion, to deliver a replacement. If the goods are returned to us for rectification, the means of transport shall be determined by mutual agreement. The customer must ensure sufficiently safe transport. We are also entitled to reject goods that have been processed or otherwise modified without our consent. If it turns out that the goods returned for rectification were free of defects, the customer shall reimburse us for all necessary expenses incurred in connection with the inspection. If we refuse to repair or replace the goods or if our attempts to repair the goods fail or if the replacement delivery is not made within a reasonable period, the customer shall be entitled to demand cancellation of the contract or a reduction in the purchase price.

Claims for material defects are excluded in the event of improper handling, faulty assembly, intervention by third parties and defects caused by processes for which we are not responsible. Normal wear and tear shall not justify any claims for material defects. Further claims of the customer due to material defects, in particular claims for damages due to direct and indirect damage, as well as claims arising from unauthorized action or due to breaches of duty within the meaning of para. 280 et seq. BGB (German Civil Code) are excluded, unless we have assumed a guarantee or the damage was caused by us intentionally or through gross negligence. In the event of a breach of a material contractual obligation, our liability shall be limited to the foreseeable damage typical for the contract, unless a higher damage is proven in accordance with this provision. Doduco has liability insurance with coverage of EUR 25 million per year, which covers the entire statutory and agreed liability of Doduco. The above limitations of liability shall not apply to damages resulting from injury to life, body or health if these damages have been caused by us, our legal representatives or our vicarious agents. Any claims under the Product Liability Act remain unaffected by this agreement.

12. Additional Provision for the Delivery of Chemicals

We guarantee that the electroplating baths, chemicals and other consumables supplied by us are free of defects on the day of delivery. Notification of defects must be made immediately, but at the latest within ten days of receipt of the respective delivery. In the case of newly manufactured and regenerated baths, proof of the perfect condition and function of the chemicals supplied shall be deemed to have been provided as soon as the baths have been demonstrated by one of our specialists and handed over without any complaints. Thereafter, the notification of defects is excluded, unless they are hidden defects. In this case, the provisions of clause 10 shall apply accordingly. If the customer mixes or adds preparations or chemicals without consulting one of our specialists or without observing the relevant work regulations, the notification of defects shall be excluded unless the customer provides evidence of a defective delivery and gives us the opportunity to check the evidence on site upon request. If the customer provides evidence of a material defect in the baths, chemicals or other consumables supplied, we shall only be obliged, at our discretion, to replace the defective quantity of chemicals supplied by us free of charge or to regenerate a non-functioning bath at our expense. Only if the subsequent fulfilment has failed shall the customer be entitled to reduce the purchase price or withdraw from the contract at his discretion. Further claims are excluded unless the damage in question was caused willfully or through gross negligence or in the event of injury to life, health or limb and/or a breach of a material contractual obligation. In the latter case, we shall only be liable for the foreseeable damage typical of the contract.

13. Counseling, Planning, Design, Official Authorizations

Consultancy, planning and design services for the customer shall only be binding insofar as they relate to the use of our delivery item in accordance with the customer's specifications and are based on complete written information from the customer regarding the intended use. If our work is binding and an order is placed, we shall be liable for any defects in accordance with the provisions of clause 11. If products, devices or systems are developed by us together with the customer without the mutually agreed purpose of use being achieved, we shall only be liable for the correctness of the information.

If the customer provides drawings, plans, data and other information, it is the sole responsibility of the customer to check these for accuracy. In case of doubt, any advice or suggestion given by us is non-binding. It is the customer's responsibility to ascertain whether the operation of the system ordered by him requires an official permit, authorization or approval and whether this operation complies with public law regulations or not.

14. Force Majeure

We are not responsible or liable for delays, total or partial non-performance or other breaches of contract caused by fires, floods, strikes, labor disputes, accidents, epidemics, terrorism, war, riots, sabotage or other circumstances beyond our control.

15. Third-Party Rights, Intellectual Property, Rights in Tools and Special Facilities

a) In the case of orders based on drawings or samples or other information provided by the customer, the customer shall be responsible to us for ensuring that no third-party rights, in particular patent copyrights, trademark rights or other intellectual property rights, are infringed.

b) We reserve the right of ownership and/or copyright to the drawings, sketches or samples enclosed with our offers. Such drawings, sketches and samples may not be made accessible to third parties without our written consent and must be returned by the customer without being asked if the contract with us is not concluded.

c) We guarantee that products based on our drawings, samples or other information do not infringe any patent, copyright, trademark or other industrial property rights of third parties. In the event of such infringement of third party rights by one of our products, we shall indemnify the customer against all third party claims or, at our option, procure for the customer the right to continue using the product or to replace it with a product which does not infringe such third party rights, provided that (a) we are immediately notified in writing of such infringement claims and receive full authorization, (b) we shall have no liability whatsoever for (i) claims made by the customer without our prior written consent, (ii) modifications to products, or (iii) the use or combination of products with products not supplied by us, unless the customer proves that a claim was not caused or aggravated by (a) or (b). At our discretion or if the above measures fail, we will refund the purchase price against return of the product. Our liability is excluded if the customer acknowledges or settles third-party claims without our consent.

d) Unless expressly agreed otherwise, we shall remain the owner of the tools provided by us for the provision of our services. Their use shall be invoiced separately as shown. The customer has no right of possession to these tools.

e) Ownership of ordered tools and special equipment shall pass to the customer after full payment. We shall continue to have the right of possession. It shall only expire if we fail to meet our delivery obligations despite setting a reasonable deadline and threatening refusal.

f) The right of possession shall continue to exist even after the termination of the business relationship. The contracting parties agree that if the customer has not placed any orders for these tools for three or more consecutive years, the customer shall be obliged to take back the tools in its possession at its own expense or, unless otherwise agreed, Doduco may scrap the tools after informing the customer in writing, but without additional written scrapping authorization from the customer.

16. Place of Performance, Jurisdiction, Applicable Law

The place of performance and jurisdiction for all obligations arising from this contract, including for matters relating to checks and bills of exchange, shall be the Supplier's registered office or, at our discretion, the Buyer's registered office. This contract is subject to the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

17. Severability Clause

Should a provision of the above General Terms and Conditions be valid according to established case law at the time of conclusion of the contract, but later prove to be invalid because of a change in case law, this provision shall be converted into a provision which is valid according to the changed case law and comes closest to the meaning and purpose of the originally intended provision.

Pforzheim, December 2024

Doduco Holding GmbH
Doduco Solutions GmbH
Doduco Contacts and Refining GmbH
Doduco Technical Solutions GmbH
Doduco Stanztechnik GmbH