SBV STAHLTECHNIK · Am Willenbach 1 · 74229 Oedheim

SBV STAHLTECHNIK
Beratungs- und Vertriebsgesellschaft mbH
Am Willenbach 1
D-74229 Oedheim

Tel. +49 7136 964597-0
info@sbv-stahl.com
www.sbv-stahl.com

General Terms and Conditions (GTC)

SBV Stahltechnik Beratungs- und Vertriebsgesellschaft mbH
Version: June 2026

Inhalt

§1 Data Protection and Confidentiality

(1) SBV processes personal data exclusively in compliance with the General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), and all other applicable data protection laws.
(2) Both parties undertake to treat all information obtained in the course of their business relationship as strictly confidential. This includes, in particular, drawings, CAD data, 3D models, manufacturing documentation, simulations, inspection reports, cost calculations, tooling, sample parts, trade and business secrets, as well as all commercial and technical information. This confidentiality obligation shall survive the termination of the business relationship.

§2 Scope of Application and Contractual Basis

(1) These General Terms and Conditions of Sale ("GTC") shall apply to all quotations, deliveries and services provided by SBV Stahltechnik Beratungs- und Vertriebsgesellschaft mbH (hereinafter referred to as "SBV") to entrepreneurs (business customers) within the meaning of Section 14 of the German Civil Code (BGB).
(2) All deliveries and services shall be made exclusively in accordance with our written order confirmation and these General Terms and Conditions of Sale. Any terms and conditions of the Customer that conflict with or deviate from these GTC shall only become binding upon SBV if expressly accepted by SBV in writing. Acceptance of the delivered goods shall constitute acceptance of these GTC.
(3) Wherever these GTC require a written declaration, transmission by e-mail shall be sufficient, unless mandatory statutory law requires compliance with the formal written form.
(4) These GTC shall be made available to the Customer in an appropriate manner prior to the conclusion of the contract (e.g. as an attachment to the quotation or by reference to the SBV website).
(5) In the event of any inconsistency, the following order of precedence shall apply:
1. Individual written agreement
2. Order confirmation
3. Drawings and specifications
4. Quotation
5. These General Terms and Conditions of Sale

(6) Quality agreements, quality management agreements (QAA), supplier manuals, purchasing terms and conditions or similar provisions of the Customer shall only become part of the contract if SBV has expressly accepted their applicability in writing. A mere reference to such documents by the Customer or their provision shall not constitute acceptance.
(7) Supplier manuals, codes of conduct, packaging guidelines, ESG and sustainability requirements, portal requirements, plant standards, specifications or any other regulations or policies of the Customer shall only become part of the contract if SBV has expressly accepted their applicability in writing. Registration in supplier portals, receipt or acknowledgement of such documents, or the execution of an order shall not constitute acceptance of their applicability.

§3 Conclusion of Contract

(1) A contract shall only become effective upon SBV's written order confirmation or upon execution of the order by SBV.
(2) If the performance of the contract is jeopardized due to the Customer's lack of financial capacity, including where the credit limit under a trade credit insurance policy has been withdrawn, SBV shall be entitled to refuse performance of its obligations, revoke any agreed payment terms, and require advance payment as security. Where the requirements of Section 321 (2) of the German Civil Code (BGB) are met, SBV shall also be entitled to withdraw from the contract.
(3) Any oral agreements, amendments or supplements shall only be valid if expressly confirmed by SBV in writing.

§4 Changes Requested by the Customer

(1) Any changes to drawings, specifications, materials, tolerances, delivery dates or other technical requirements requested after the conclusion of the contract shall entitle SBV to make a reasonable adjustment to the prices, delivery schedules and any other affected contractual terms.

§5 Prices and Terms of Payment

(1) All quotations are non-binding and subject to confirmation. Unless otherwise agreed, all taxes, duties and other charges applicable in the country of destination in connection with our deliveries and services shall be borne by the Customer. If, after conclusion of the contract, the costs of materials, energy, labour, transportation, raw materials or procurement increase by more than 10%, SBV shall be entitled to adjust the agreed price accordingly to reflect the demonstrable increase in costs, provided such costs form part of the pricing basis for the delivery.
(2) All prices are quoted in Euro and are exclusive of the applicable statutory value-added tax (VAT).
(3) Unless otherwise agreed, the purchase price shall be payable within 30 days from the invoice date. Cash discounts shall only be granted if expressly agreed and only after settlement of all other outstanding amounts due. Payment periods and cash discount periods shall commence on the invoice date. Compliance with the payment deadline shall be determined by the date on which the payment is received by SBV.
(4) Payment shall only be deemed to have been made once the relevant amount has been irrevocably credited to SBV's business account.
(5) In the event of late payment, SBV shall be entitled to charge default interest at a rate of nine percentage points above the applicable base interest rate pursuant to Section 247 of the German Civil Code (BGB). The applicable base interest rate shall be the rate published by the Deutsche Bundesbank.
(6) The Customer shall only be entitled to set off claims or exercise rights of retention where such claims are undisputed or have been finally determined by a court of law.

§6 Delivery, Delivery Delays and Transfer of Risk

(1) Delivery periods and delivery dates are non-binding unless expressly confirmed by SBV in writing as binding.
(2) Delivery periods and delivery dates shall always be deemed approximate and shall refer to the estimated date of dispatch from our factory or warehouse. SBV's obligation to deliver is subject to timely, correct and defect-free supply by its own suppliers, unless delayed delivery, non-delivery or defective delivery is attributable to SBV.
(3) The risk of accidental loss of or damage to the goods shall pass to the Customer if the goods have been notified as ready for collection or shipment and are not collected within the period specified by SBV. If no such period has been specified, the risk shall pass no later than when the goods leave the supplying factory, unless the transfer of risk is otherwise governed by an agreed Incoterms® rule.
(4) Any agreed trade terms shall be interpreted in accordance with the Incoterms® 2020 rules published by the International Chamber of Commerce (ICC). If no specific Incoterms® rule has been agreed, Ex Works (EXW) – Incoterms® 2020 shall apply.
(5) The Customer shall not be entitled to reject partial deliveries. Where shipment is required, SBV shall determine the freight forwarder, carrier and shipping route.
(6) Force majeure shall include, but not be limited to, natural disasters, pandemics, epidemics, war, terrorism, cyberattacks, governmental actions, energy shortages, shortages of raw materials, transport or port disruptions, strikes, lockouts, operational disruptions, supply shortages affecting upstream suppliers, and any other unforeseeable events beyond the reasonable control of SBV.
(7) SBV shall only be deemed in default of delivery if, following the due date and receipt of a written reminder from the Customer, SBV fails to deliver within a reasonable grace period, provided that the Customer is not itself in default.
(8) Over-deliveries or under-deliveries of up to 10% of the agreed delivery quantity resulting from production or logistics shall be deemed contractually compliant. Such deviations shall not entitle the Customer to reject the delivery or claim damages. The Customer shall only be invoiced for the quantity actually delivered.
(9) If the Customer is in default of acceptance or culpably breaches any other obligation to cooperate, SBV shall be entitled to store the goods at the Customer's risk and expense. Upon the Customer's default of acceptance, the risk of accidental loss of or damage to the goods shall pass to the Customer. Any storage, transportation, insurance and other additional costs incurred shall be borne by the Customer. SBV's statutory rights and remedies shall remain unaffected.
(10) Any claims for damages arising from delayed delivery shall be excluded or limited in accordance with Section 9 of these General Terms and Conditions.

§7 Retention of Title

(1) The delivered goods shall remain the property of SBV until all claims arising from the business relationship have been paid in full.
(2) If the Customer processes the goods supplied by SBV, SBV shall be deemed the manufacturer of the newly created products without thereby assuming any obligations as manufacturer and shall acquire ownership of the newly created goods. If the goods are processed together with other materials, SBV shall acquire co-ownership of the new products in proportion to the invoice value of its goods relative to the invoice value of the other materials used.
(3) If the goods supplied by SBV are combined or mixed with an item belonging to the Customer and such item is to be regarded as the principal item, SBV shall acquire co-ownership of the resulting product in proportion to the invoice value of its goods to the invoice value of the principal item or, if no invoice value exists, to its market value. In such cases, the Customer shall hold the goods in safe custody on behalf of SBV.
(4) The Customer hereby assigns to SBV, by way of security, all claims arising from the resale of goods in which SBV holds ownership rights, to the extent of SBV's ownership interest in the goods sold.
(5) The Customer shall be entitled, in the ordinary course of business, to dispose of the goods subject to retention of title and to collect the assigned receivables, provided that it duly fulfils its obligations arising from the business relationship with SBV, in particular by complying with the agreed payment terms, and provided that no circumstances exist which may jeopardise SBV's rights under the retention of title. Otherwise, following the unsuccessful expiry of a reasonable grace period, SBV shall be entitled to withdraw from the contract and demand the return of the goods subject to retention of title at the Customer's expense. Upon request, the Customer shall grant SBV access to inspect and repossess the goods. SBV shall furthermore be entitled to revoke the Customer's authority to collect the assigned receivables and to prohibit the resale, processing or removal of the delivered goods.
(6) Upon request, the Customer shall provide SBV with all information necessary regarding the inventory of goods subject to SBV's retention of title and the receivables assigned to SBV, and shall notify its customers of such assignment.
(7) If the value of the securities exceeds SBV's secured claims by more than 20%, SBV shall, at the Customer's request, release securities of its own choosing to the extent of such excess.
(8) The Customer shall not pledge or transfer by way of security any goods subject to SBV's retention of title. The Customer shall immediately notify SBV in writing of any attachment, seizure or other third-party access to such goods.

§8 Warranty

(1) The Customer shall inspect the goods without undue delay in accordance with Section 377 of the German Commercial Code (HGB). Any defects, incorrect deliveries or shortages that can be identified through a reasonable inspection shall be notified to SBV in writing without undue delay and no later than two (2) weeks after receipt of the goods. If a defect that could not reasonably have been detected during the initial inspection becomes apparent at a later stage, the Customer shall immediately cease any further processing or use of the goods and notify SBV in writing without undue delay, but no later than two (2) weeks after discovery of the defect.
(2) If the Customer fails to notify SBV of a defect within the applicable time limit, the goods shall be deemed accepted with regard to the relevant defect. The same shall apply if the Customer fails to provide SBV, upon request, with the opportunity to carry out an appropriate inspection of the alleged defect without undue delay. If the Customer processes or uses the goods, SBV shall be entitled to assume that the goods are suitable for the Customer's intended purpose.
(3) In the event of a justified warranty claim, SBV shall be entitled, at its sole discretion, to remedy the defect or provide a replacement delivery on up to two occasions.
(4) If the repair or replacement delivery finally fails, the Customer shall be entitled to demand a reasonable reduction of the purchase price or, in the case of a material defect, to withdraw from the contract. Defects affecting partial deliveries shall not entitle the Customer to assert any claims with respect to the remaining partial deliveries.
(5) The assertion of warranty claims shall not release the Customer from its obligation to make payment within the agreed payment period.
(6) To the extent permitted by applicable law, any rights of recourse of the Customer pursuant to Section 445a of the German Civil Code (BGB) shall be excluded.

§9 Limitation of Liability

(1) SBV shall have unlimited liability in cases of wilful misconduct or gross negligence, as well as for damages resulting from injury to life, body or health.
(2) In the event of a slightly negligent breach of a material contractual obligation (cardinal obligation), SBV's liability shall be limited to the foreseeable damage typically arising under the contract.
(3) SBV shall not be liable for the slightly negligent breach of non-material contractual obligations.
(4) To the extent permitted by applicable law, SBV shall not be liable for indirect or consequential damages, including, but not limited to, production downtime, loss of profit, loss of use, or any other consequential losses.
(5) The above limitations of liability shall also apply to the benefit of SBV's legal representatives, employees and agents.
(6) Claims arising under the German Product Liability Act (Produkthaftungsgesetz) and claims based on expressly granted guarantees shall remain unaffected.
(7) The Customer shall take all reasonable measures to mitigate any damage and shall notify SBV in writing without undue delay of any identifiable damage.
(8) SBV shall only be liable for costs arising in connection with product recalls, field actions, service campaigns, dismantling, installation, sorting, inspections, rework, transportation or comparable measures if the defect was caused by SBV through wilful misconduct or gross negligence, or where mandatory statutory liability applies. The Customer shall notify SBV in writing without undue delay before carrying out any such measures and shall provide SBV with the opportunity to inspect the matter and participate in implementing commercially reasonable measures to mitigate the damage.

§10 Technical Advice and Guarantees

(1) Any technical advice provided by SBV is given to the best of its knowledge and expertise. Such advice is provided without obligation and shall not relieve the Customer of its responsibility to carry out its own inspections, tests and evaluations. The Customer shall remain solely responsible for ensuring compliance with all applicable statutory and regulatory requirements relating to the use of the goods supplied by SBV.
(2) Information regarding the scope of delivery, dimensions, weights, materials, appearance or performance characteristics serves solely to describe the subject matter of the delivery and shall not constitute a guarantee of quality or durability. Any guarantee shall only be legally valid if expressly granted by SBV in writing. If, at the time the risk passes to the Customer, the goods lack a characteristic that has been expressly guaranteed, the Customer's rights shall be governed exclusively by the applicable statutory provisions.

§11 Limitation Period

(1) Unless mandatory statutory provisions require longer limitation periods pursuant to Sections 438 (1) No. 2 and 634a (1) No. 2 of the German Civil Code (BGB), all warranty claims and claims for damages, irrespective of their legal basis, shall become time-barred twelve (12) months after delivery of the goods or performance of the services. Where a longer warranty period has been expressly agreed, the limitation period shall expire upon the end of such agreed warranty period.
(2) The above limitation period shall not apply to claims arising from wilful misconduct or gross negligence, claims for injury to life, body or health, claims under the German Product Liability Act (Produkthaftungsgesetz), claims based on expressly granted guarantees, or in any other case where mandatory statutory limitation periods provide for a longer period.

§12 Third-Party Intellectual Property Rights and Rights to Tooling

(1) If the manufacture or delivery of goods based on drawings, specifications or other information provided by the Customer infringes any third-party intellectual property rights, the Customer shall indemnify and hold SBV harmless against all claims arising therefrom.
(2) The Customer shall not acquire any ownership or other rights to the tooling by reimbursing all or part of the tooling costs, unless otherwise expressly agreed in a separate tooling agreement.
(3) The Customer shall be solely responsible for complying with all applicable foreign trade, export control, customs and sanctions laws and regulations. This includes, in particular, embargo regulations, dual-use legislation, end-use and end-user declarations, as well as all applicable national and international export control requirements. The Customer shall obtain all necessary licences and approvals at its own responsibility. The Customer shall indemnify and hold SBV harmless against all claims arising from any culpable breach of these obligations.

(4) Unless otherwise expressly agreed in writing, all technical documentation, designs, CAD data, 3D models, tooling drawings, manufacturing concepts, simulations, software, process parameters and all other technical know-how developed or created by SBV shall remain the exclusive property of SBV. Such information shall not be disclosed to third parties or used for any purpose other than the agreed contractual purpose without SBV's prior written consent.
(5) Any drawings, CAD data, models or other technical documentation provided by the Customer shall remain the property of the Customer. SBV shall be entitled to use such documentation exclusively for the execution of the respective order. Any further use shall require the Customer's prior written consent.

§13 Compliance

(1) Both parties undertake to comply with all applicable laws and regulations, in particular those relating to anti-corruption, competition law, anti-money laundering, sanctions, export control and supply chain due diligence.
(2) Neither party shall, directly or indirectly, offer, grant or accept any benefit that would violate applicable law.
(3) If either party commits a material breach of these obligations, the other party shall be entitled to terminate the contract for good cause with immediate effect.

§14 Place of Performance, Jurisdiction and Applicable Law

(1) The place of performance for all obligations arising from the contractual relationship shall be Oedheim, Germany.
(2) The exclusive place of jurisdiction for all disputes arising out of or in connection with this contractual relationship shall be Heilbronn, Germany, provided that the Customer is a merchant within the meaning of the German Commercial Code (HGB). SBV reserves the right to bring legal proceedings against the Customer at the Customer's general place of jurisdiction.
(3) These General Terms and Conditions and all contractual relationships between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
(4) The contractual language shall be German only. In the event that translations of these General Terms and Conditions are prepared, only the German version shall be legally binding.

§15 Severability Clause

If any provision of these General Terms and Conditions is or becomes wholly or partially invalid, unenforceable or void, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a legally permissible provision shall be deemed agreed that most closely reflects the economic intent and purpose of the original provision. The same shall apply in the event of any unintended contractual omissions or gaps.