

TERMS & CONDITIONS FOR TOLL PROCESSING

In addition to our General Terms and Conditions of Sale the following provisions apply for toll work orders:

I. Materials for Toll Processing

1. The customer shall deliver the material and all technical documents which are required for the toll processing to the location specified by us at the customers cost. The customer is obliged to disclose all safety relevant properties pertaining to the delivered materials and the current safety data sheets.
2. The material to be processed must be in suitable condition and fulfill the conditions agreed upon prior to order placement. The material must be free of defects, which will have an impact on the workability of the material; it must have the necessary size and tolerances to allow the toll work to be performed and allow the final size requirements of the finished product to be met.
3. All additional costs or damages caused by material which does not fulfill the requirements of section I.2 (for example porosity, inclusions, brittleness, hardness or other cost impacting characteristics) will be invoiced to the customer. This also applies for costs or damages which are caused due to inaccurate or incorrect technical documents (section I. 1).

II. Liability

1. We will perform the toll work accurately and cautiously on a best effort basis.
2. We are not liable for damages, which are caused by material defects, mistakes in technical documents or other information supplied by the customer or damages which are related to form changes during the toll work caused from prior working.
3. Claims for defects do not arise solely by virtue of insignificant deviations from the agreed qualities or only insignificant limitations to utility, natural wear and tear or damage resulting from improper handling after transfer of risk, excessive use, unsuitable operating material or due to special external influences not anticipated by the contract. In cases where the customer or third parties have performed changes to the products delivered no claims for defects will be recognized in connection with such changes or consequences thereof.
4. In the event of a defect solely caused by us during the toll processing we restore contract conformity by rework or repair.
5. If the material becomes unusable due to incorrect processing by us, we will not invoice the toll working price until the exact cause and responsibility has been determined.
6. We are not liable for consequential damages, regardless of their legal basis except in cases of intent or gross negligence on our part or that of our statutory representatives or contractual agents as well as in cases of harm to life, physical injury or harm to health.

III. Scrap and Metal Residues

If not otherwise specified, any scrap and metal residues which is generated during the toll working process will pass into our property.

As of: December 2015