SPECIAL CONDITIONS FOR INDUSTRIAL SERVICES

Gust. Alberts GmbH & Co. KG, Blumenthal 2, 58849 Herscheid

ALBERTS®

1. Validity

The special terms and conditions for industrial services (hereinafter referred to as "Terms and Conditions") apply to custom-made products based on customer orders as a supplement to our General Terms and Conditions. In case of ambiguity or contradiction, these Terms and Conditions shall take precedence for custom-made products. Our Terms and Conditions and, in addition, our General Terms and Conditions shall apply exclusively; we do not recognize any terms and conditions that conflict with or deviate from our Terms and Conditions/General Terms and Conditions, unless we have expressly agreed to their validity in writing. Our conditions and, in addition, our General Terms and Conditions apply exclusively; we do not recognize any conditions that conflict with or deviate from our conditions/GTC, unless we have expressly agreed to their validity in writing. Our terms and conditions/GTC shall also apply if we perform the service without reservation in the knowledge of terms and conditions of the customer that conflict with or deviate from our terms and conditions/GTC. Our terms and conditions apply only to entrepreneurs within the meaning of § 14 BGB (German Civil Code).

2. Responsibility

We are not obliged to check the feasibility and technical viability of the specifications provided by the customer. This is the sole responsibility of the customer. Samples are always non-binding viewing samples. Unless otherwise specified in the respective dimensional standards, all standardized parts are manufactured in accordance with the relevant DIN standards applicable at the time of manufacture.

The use of our products is excluded for the automotive sector (regardless of the stage of production). Alberts accepts no liability for the above use, which is expressly not owed.

3. Dimensions or quality

Deviations in dimensions or quality are permissible within the scope of DIN standards, within the scope of customary commercial tolerances, or by special agreement. The technical data, illustrations, drawings, dimensions, and weights contained in the Internet, brochures, offers, and other printed materials are for production description purposes only and are considered non-binding average values. They do not constitute a description of quality and do not constitute a guarantee of quality or durability unless expressly designated as such by us.

4. Acceptance

If acceptance has been agreed or is required, the following shall apply: The customer is obliged to accept the work produced in accordance with the contract. Minor defects that do not impair usability, as well as non-obvious defects, do not entitle the customer to refuse acceptance. The customer shall carry out the acceptance test immediately after receipt of the goods, either themselves or through a third party designated by them, and check compliance with the technical specifications. If the service complies with the technical specifications, the customer shall declare acceptance in writing without delay. If the customer does not declare acceptance two weeks after receipt of the goods and has not reported any significant defects to us in the meantime, the service shall be deemed to have been accepted. Acceptance shall also be deemed to have taken place if the customer uses the service without declaring that its use is significantly impaired.

5. Tools

All tools used to fulfill the order that are expressly charged to the customer as part of the tool costs remain our property. Tools provided to us by the customer will be maintained and stored carefully. We will bear any maintenance costs incurred as a result of wear and tear. However, we are not obliged to replace any tools. Tools paid for by the customer will only be used for the customer.

6. Processing of parts sent in by the customer

6.1 Parts sent for processing must be delivered to us free of charge, unless the parties agree otherwise. The material and a description of the physical/chemical properties of the parts sent must be communicated to us in advance or upon delivery.

6.2 We may rework incorrectly pre-machined parts in consultation with the customer and at the customer's expense, either-consultation with the customer, either reworked or returned to the customer at the customer's expense.

7. Risk of rejects, obligations of the customer

7.1 The customer shall bear the risk of rejects of up to 5% for delivered parts, unless we cause the rejects intentionally or through gross negligence.

7.2 An incoming inspection of the quality and/or quantity of processing parts (e.g. pipes to be coated, raw material for laser cutting, stamped parts for coating) is not carried out by us. The customer is responsible for delivery in accordance with the contractquantity and quality. Any costs incurred by us due to the delivery of defective parts shall be shall be borne by the customer.

7.3 The customer shall therefore be responsible for any shortfalls identified after processing, unless these were caused by us intentionally or through gross negligence.

7.4 The customer shall be liable for damage/rejects attributable to inadequate material quality and/or contamination, unless we cause this intentionally or through gross negligence.

8. Scope of delivery, annual and call-off orders

8.1 Annual and call-off orders oblige the customer to purchase to accept the total quantity underlying the respective annual or call order.

8.2 If no specific call-off dates are specified in an annual/call-off order, the customer shall call off the entire quantity in a maximum of twelve partial quantities within one year of the conclusion specific call-off dates, the entire quantity must be called off by the customer in a maximum of twelve partial quantities within one year of the conclusion of the contract.

8.3 If the customer has to call off or accept the order within a certain period of time, we shall be free to issue another invoice after this period has expired issue any further invoices or withdraw from the contract. Any claims for damages on our part shall remain unaffected affected by this.

9. Warranty

The warranty period is one year, unless it concerns a building or work performed on a building. In the case of a building or work performed on a building under a contract for work and services, the statutory limitation periods apply. The limitation period for fraudulently concealed defects and for claims under the Product Liability Act remains unaffected. This provision does not apply to damage resulting from an intentional or grossly negligent breach of duty.

10. Confidentiality

10.1 The parties shall treat as confidential all non-public commercial and technical information that becomes known to them through the business relationship, as business secrets.

10.2 Documents made available to the customer by us, in particular drawings, models, templates, samples and similar items, may not be disclosed to unauthorised third parties.
They remain our property. Reproductions are only permitted within the scope in accordance with operational requirements and copyright regulations. Upon our request, all documents or items and copies thereof must be handed over to us or, if necessary, destroyed.

10.3 We reserve the right to register property rights and to exploit rights of use to our objectsand information.

11 Property rights

11.1 Insofar as we produce custom-made products based on drawings, models or similar items provided by the customer or other descriptions or information provided by the customer or other equivalent descriptions or specifications provided by the customer, the customer shall indemnify us against all third-party claims arising from infringements of property rights caused thereby. In this respect, our liability is excluded. The same applies in the event of specifications provided by the end customer or the system supplier designated by them system supplier.

11.2 The parties are obliged to inform each other immediately of any known risks of infringement and alleged infringements and to give each other the opportunity to jointly defend against such claims.

11.3 In the case of development work for the customer, even if the customer bears all or part of the development costs, the customer shall not acquire from us any property rights newly arising from this order or contained in the development result, unless otherwise agreed in writing between the parties. The granting of rights requires an express agreement in writing.

12. Termination

The customer's right of termination under Section 648 of the German Civil Code (BGB) is excluded. The right to extraordinary termination is not restricted.

Stand: 07/2025 © 2025 Gust. Alberts GmbH & Co. KG