

General Terms of Purchase of Company Stadler Metalle GmbH & Co. KG

The terms and conditions below constitute a part of all contracts concluded with our suppliers even if we do not expressly refer thereto in business transactions which are concluded in the future. Deviating, supplementary or opposing General Business Terms, agreements as well as collateral agreements shall, even with knowledge thereof, shall not become an integral part of the contract unless their applicability is expressly approved in writing.

Decisive for the interpretation of trading clauses are, in case of doubt, the valid INCOTERMS. The "usances of the metal trade" published by the Association of German Metal Traders (VDM) and the "customary conditions for deliveries of alloyed iron and steel scrap" and "of non-alloyed steel scrap" published by the Federal Association of German Steel Recycling and Disposal Companies (BDSV) shall apply in addition in the respective applicable version.

1. Order

Orders and other declarations are only binding if they are submitted or confirmed by us in writing, by fax or e-mail.

2. Prices

The stated prices are principally fixed prices. They include all remuneration for the services assigned to the supplier and, if not otherwise agreed, are free of our respective warehouse or the stated receiving place.

3. Dates and deadlines

3.1. Delivery dates are binding. Agreed delivery deadlines shall principally begin upon conclusion of the contract.

3.2. Our orders principally apply as prompt delivery if no delivery time is stipulated.

3.3. If it is determined that the delivery date will be exceeded the supplier must inform us about the reason and the expected duration of the delay in delivery immediately in writing. Irrespective thereof the exceeding of a delivery time shall result in the corresponding consequences of delay.

3.4. We shall exercise the rights to which we are entitled in the event of delay of delivery in case of so-called firm deals without granting a final deadline.

3.5. In the event of repeated non-observance of envisaged delivery dates we can refuse the further satisfaction of the contract without previously setting a deadline and demand damages owing to non-satisfaction or cancel the contract.

3.6. A provision of service before the agreed dates entitles the customer to reject the service until the due date.

4. Shipment

4.1. The goods must be shipped to the receiving place stipulated by us.

4.2. The supplier undertakes to inform us on the date upon which the goods are shipped still by means of a dispatch advice including the details of our contract number, the quantity and the exact goods designation and make all accompanying documents necessary for the official handling, in particular customs documents, available in full. All risks and/or costs incurred in this respect shall pass to the supplier in case this requirement is not met.

4.3. The materials used for packaging must be taken back free of charge or in case they are not taken back disposed of at the supplier's costs.

4.4. An over-delivery or shortfall in delivery is not permitted without our written consent.

4.5. The weight determined on the calibrated scales of our house is decisive.

4.6. The supplier must have the delivery confirmed in writing by the stated receiving centre.

5. Invoice and payment

5.1. The supplier shall submit a written invoice to us after the service has been provided as per contract. This invoice must contain the order number, picking no., receiving centre, full article text/object designation, quantities and quantity units as well as the value added tax ID no. (With import from the EU). In the event of exemption from taxes or customs duties reference shall be made thereto in the invoice.

5.2. In case of premature deliveries we reserve the right to pay the invoices on the date which would have applied as per contract in case of timely delivery.

5.3. Should no agreement have been reached with regard to payment the invoice is due and payable 30 days after delivery and service as well as receipt of invoice.

6. Assignment, offsetting, termination

6.1. The supplier is not entitled to assign his contractual claims directed against us either in whole or in part to third parties without our written consent.

6.2. The offsetting against counter claims of the supplier is only possible with undisputed claims which have been declared final and absolute.

6.3. We are entitled to offset against existing claims against our supplier with all receivables to which we are entitled. In the event that goods are returned for reasons of quality the supplier is obliged to reimburse us any payments which we may already have made for these goods immediately including interest. Insofar as these payments are not made we shall be entitled to retain the goods until receipt of the repayment.

6.4. We are entitled to terminate the contract either in whole or in part if judicial insolvency proceedings are applied for or opened over the supplier's assets.

7. Warranty, acceptance of goods and report of defects

7.1. The supplier assumes the warranty for the delivered goods that these feature the warranted qualities as per contract. The customary specialist literature of the BDSV and the VDM for the industry in the respective applicable version shall apply in addition to the contractual agreements.

7.1.1. Each delivery must be free of all parts which are harmful for the smelting. This also includes the pre-requisite that the goods have been examined for explosion material and hollow bodies. The supplier shall be liable in full for damages which are suffered through the co-delivery of such materials.

7.1.2. The Seller assures to deliver only goods that are free of ionizing radiation. All goods are re-tested by the buyer for ionizing radiation and must be free of it. A relevant ionizing radiation of the goods is present if the buyer's measuring device at the time of the takeover control measurement indicates a value beyond the natural ambient underground radiation. This is documented in a measurement protocol after a further control measurement. Should such ionizing radiation of the goods be detected, the buyer is entitled to refuse to take over the cargo in the disputed transport unit into his ownership. In addition, if a radioactive substance is suspected, the competent authority must be informed in accordance with § 168 of the Radiation Protection Ordinance and the materials in question are ensured until the suspicion has been clarified. A return of the radiologically conspicuous material to the sender or a further transport is not permitted without official approval and, if necessary, dangerous goods legal declaration. All costs associated with the clarification of the facts as well as the costs for onward transport and disposal shall be borne by the seller. If the authority orders special measures (e.g. the separation and inspection of all parts of a load recognized as loaded; temporary interim storage on the factory premises; removal under special safety precautions; disposal), the seller must also bear the resulting costs.

7.2. For reasons of optimum quality control (determination of analysis) we are entitled to make earmarked modifications to the goods, e.g. breaking of chips, etc. by keeping these separate. The supplier hereby declares that he approves this in advance already.

7.3. The supplier must file a possible objection to the findings of the incoming inspection carried out by us within two workdays. We are entitled to process the goods if we do not receive any notification from the supplier.

7.4. The supplier must remedy any defects at his costs immediately. We can insist upon immediate substitute delivery if it is not possible, not normal or deemed unreasonable to remedy a defect and a mutual solution cannot be found with regard to a price deduction. A report of a defect submitted by us shall be deemed as recognised by the supplier if no objection is filed within two workdays after the report is submitted.

7.5. If the supplier does not satisfy his obligation to remedy the defect or make a substitute delivery immediately we can assert the statutory warranty rights without setting a further deadline.

7.6. The supplier shall be liable for all costs and secondary costs associated with the report of defect.

7.7. In case of repeated faulty supplied goods we reserve the right to terminate the contract without observing a period of notice.

7.8. The supplier shall bear the additional costs if a faulty delivery leads to the fact that an overall control is necessary which goes beyond the customary extent of an incoming control.

7.9. The statute-of-limitations of the warranty claims for defects shall begin with the full delivery of the goods or, if an acceptance has been agreed, with the acceptance. The statute-of-limitations for claims for defects shall apply. The statute-of-limitations shall begin to apply new for improved or replaced parts. The deadline shall end no earlier than six months after the complaint is filed for defects reported within the statute-of-limitations. The supplier waives the objection of the late report of defects (§§ 377, 381 Par. 2 HGB [Commercial Code]) with other defects than those which are obvious.

8. Assignment of contracts

Concluded supply contracts may not be assigned to third parties without our written consent.

9. Liability

9.1. Insofar as not otherwise regulated in these conditions we shall be liable for damages owing to the breach of contractual or noncontractual duties or in case of initiation of contract only with wilful intent or gross negligence of our legal representatives or vicarious agents as well as the culpable breach of essential contractual duties. With the culpable breach of essential contractual duties we shall only be liable – with the exception of cases of wilful intent or gross negligence of our legal representatives or vicarious agents – for the typical contractual, foreseeable damages.

9.2. The above liability restrictions shall not apply in case of injury to life, body and health.

9.3. Claims owing to physical injuries or damages to privately used objects according to the Product Liability Act remain unaffected.

10. Overseas business

All conclusions, which are based upon an overseas business transaction, shall apply subject to the approval of the German authorities. In case of subsequent introduction and/or increase in customs duties, taxes, freight charges, energy costs, etc. we are entitled to charge these further to the supplier.

11. Place of performance and place of jurisdiction

11.1. Place of performance for the supplier is the respective receiving centre named by us.

11.2. Place of jurisdiction, also for deed, bill of exchange and cheque proceedings, is the registered seat of our company.

11.3. We are also entitled to file action against the supplier at his registered seat.

11.4. German law shall apply exclusively to all legal relations between the supplier and us under the exclusion of the UN law on the international sale of goods (CISG).

12. Final provision

If individual provisions of the contract including these terms and conditions are or become invalid either in whole or in part this shall have no effect on the validity of the other provisions. The invalid provision shall be replaced by a regulation which shall as far as possible satisfy the commercial intention of the invalid provision.

13. Code of Conduct

The supplier confirms compliance with the Code of Conduct of the Ceratizit Group in the current version.