

General Terms and Conditions of Purchase

I. Validity

1. These General Terms and Conditions of Purchase shall apply to all - including future - orders for goods and services and their processing. Insofar as the term "Seller" is used in these Terms and Conditions of Purchase, this shall also include the providers of services, work performances or other performances. We do not recognize any terms and conditions of the Seller that conflict with or deviate from these Terms and Conditions of Purchase, unless otherwise stipulated in these Terms and Conditions of Purchase or in the contract with the Seller. If we accept the goods without express objection, it may not be inferred from this under any circumstances that we have accepted the Seller's conditions. The Terms and Conditions of Purchase shall also apply exclusively if we accept or pay for the deliveries/services in the knowledge that the Seller's terms and conditions conflict with or deviate from these Terms and Conditions.
2. Verbal agreements shall only become binding upon our written confirmation.
3. The interpretation of commercial clauses shall be governed by the Incoterms valid at the time of contract closure.

II. Orders

1. The preparation of offers by the Seller shall be free of charge and are, for the period of their validity, a binding basis for orders arising therefrom.
2. Orders are only binding if we have placed them in writing.

III. Prices

1. The agreed prices are fixed prices. Prices include everything the Seller shall provide in order to fulfill his contractual obligations.
2. In the case of carriage forward delivery, we shall only pay the most favorable freight costs, unless we have prescribed a special type of shipment.

IV. Payment

1. In the absence of any other agreement or more favorable conditions on part of the Seller, payments shall be made within 14 days with a 3% discount or within 30 days net. Payment and discount periods shall commence upon receipt of the invoice, but not before the Seller has fulfilled his contractual obligation and has handed over properly issued shipping documents/invoices.
2. Payments shall be made by bank transfer. Payment shall be deemed to have been made in due time if the bank transfer has been commissioned on the due date.
3. Interest for due payments shall not be claimable. The interest rate for default of payment shall be 5 %-points above the base interest rate as stipulated in § 247 German Civil Code. We shall be entitled to prove that the damage caused by default is less than that demanded by the Seller.
4. Rights of set-off according to §§ 387 ff German Civil Code and rights of retention according to §§ 273 ff German Civil Code shall apply to the extent provided by law.

V. Group offsetting

1. In agreement with all companies belonging to the Salzgitter Group, we shall be entitled to set off all claims to which we are entitled against the Seller and to set off all claims to which the Seller is entitled against us, against Salzgitter AG or against its Group companies, irrespective of the legal grounds. This shall also apply if payment in cash has been agreed by one party and payment in bills of exchange or other services on account of performance by the other party. If applicable, these agreements shall only relate to the balance. If the claims fall due for payment at different times, settlement shall be made on the value date.
2. Group companies of Salzgitter AG are identified by the fact that they refer to themselves as "A Salzgitter Group Company" on their letterheads. We shall provide a complete list of these companies upon request.
3. Securities existing for us or for one of the aforementioned companies shall be liable in each case for the claims of all these companies.

VI. Time of / delay in performance

1. Contractual dates and deadlines in our order shall be binding for the Seller. Imminent delays in performance shall immediately be notified to us in writing. The notification shall include the reason for and the duration of the delay, as well as a proposal of suitable countermeasures to avert the consequences.
2. The receipt of the performance at the agreed destination shall be decisive for compliance with the date or period of performance.
3. If the date or period of performance is exceeded, the Seller shall be in default with performance without granting a grace period. If the Seller is in default with delivery, we shall be entitled to initiate statutory claims. We shall be entitled to claim damages instead of performance after the fruitless expiry of a reasonable grace period set by us. Our performance claim shall not be extinct until the Seller has paid all damages.
4. The Seller may only invoke the absence of necessary documents to be supplied by us if he has not received the documents even after a written reminder.

VII. Retention of Title

1. With regard to any reservation of title on the part of the Seller, the Seller's terms and conditions shall apply with the proviso that title to the goods shall pass to us upon payment thereof and, accordingly, the extended form of the so-called current account reservation shall not apply.
2. Based on the reservation of title, the Seller can only demand the return of the goods if he has withdrawn from the contract.

VIII. Execution of deliveries and trans-fer of risk

1. The Seller shall bear the risk of accidental loss and accidental deterioration until the goods are handed over at the place of destination.
2. Partial deliveries require our consent.
3. Excess or short deliveries are only permitted within the scope of +/- 5%, unless otherwise agreed in writing.

4. Packaging costs shall be borne by the Seller, unless otherwise agreed in writing. If we bear the costs of packaging in an individual case, this shall be charged to us at the most reasonable rate. The obligation to take back packaging shall be governed by the Packaging Act valid at the time of the conclusion of the contract. The Seller shall take back packaging material free of charge. If it is not possible to take back the packaging free of charge, the Seller shall bear our disposal costs. Wooden packaging must comply with the IPPC standard (ISPM No. 15).

IX. Originating status / Sanctions / EU REACH Regulation

1. If the Seller declares the preferential or non-preferential originating status of the goods, the Seller shall be obliged to enable the customs authorities to verify the proofs of origin and to provide the necessary information as well as any required confirmations. If the declared origin is not recognized by the competent authority because of incorrect certificates or a lack of verification possibilities, the Seller shall be obliged to compensate for the resulting damage, unless he is not responsible for these consequences.
2. The Seller undertakes to ensure that the goods delivered by it (including the raw materials, (production) materials, (subcontracted) products or other items required and/or used for the performance of the obligations) and/or services (including the transport and the delivery process) are not subject to any restrictions due to economic, financial or other sanctions under foreign trade law of the United Nations, the EU, the Federal Republic of Germany or the United States of America. In this respect, the Seller undertakes to comply with the sanction regulations irrespective of whether they apply to him.
3. The Seller shall comply with the requirements and measures resulting from the EU REACH Regulation for all substances, preparations and products supplies to us.

X. Liability for defects / statute of limitations

1. The Seller shall provide the goods free of material and/or legal defects. The Seller shall guarantee that his performances comply with the recognized rules of technology and the contractually agreed properties and standards. The Seller shall be responsible, irrespective of fault, for ensuring that his performances have the contractually agreed quality and are suitable for the intended purpose. If we incur costs resulting from defective performances, such as transport, labor, material costs or contractual penalties, the Seller shall bear these costs.
2. The goods shall be inspected upon receipt only for conformity of any labels or marking with the delivery bill, for the quantity in bundles and for any externally recognizable transport damage; we shall not be obliged to carry out any further inspections, including opening the packaging. Notifications of defects shall be deemed to have been made in time if they are received by the Seller within eight working days by letter, fax, e-mail, or telephone. The period for notification of defects shall commence at the time at which we - or in the case of drop shipment our customers - have or should have discovered the defect.
3. In the event of defective goods, we shall be entitled to the statutory rights at our discretion. We reserve the right to choose the type of non-performance in the form of rectification of the defect or replacement delivery. A remedy by the seller shall be deemed to have failed after the first unsuccessful attempt. We shall also be entitled to withdraw from the contract even if the Seller's breach of contractual obligations is insignificant.
4. We reserve the right to claim from the Seller reimbursement of expenses caused by the defective performance of the Seller, which we must cover in relation to our customer.
5. Claims of defects shall become statute-barred within 36 months at the earliest, unless longer statutory limitation periods apply. For defects notified within the limitation period, the period shall end at the earliest six months after the notification of the defect. Periods of limitations shall commence with the complete delivery of the goods or provision of the service or acceptance. The limitation period shall start anew for any subsequent performance.
6. All defects notified within the limitation period shall be remedied by the Seller without undue delay in such a way that no additional costs are incurred by us.
7. The Seller hereby assigns to us - on account of performance - all claims to which he is entitled against its suppliers on account of and in connection with a defective contractual performance. The Seller shall hand all documents required for the assertion of such claims.

XI. Code of Conduct / Supplier Code of Conduct / Confidentiality

1. Our Code of Conduct of the Salzgitter Group, available under [Compliance \(salzgitter-mannesmann-international.de\)](#) is acknowledged by the Seller and is the basis of the contractual relation. The Seller acknowledges and agrees that a breach of the Code of Conduct shall be deemed a material breach of contract entitling us to terminate the contract at any time with immediate effect without any right to payment of outstanding remuneration or damages.
2. The Seller bindingly accepts our Salzgitter Group Supplier Code of Conduct, available under [Compliance \(salzgitter-mannesmann-international.de\)](#) agrees to its inclusion in the entire contractual relationship, including future ones, and assures compliance therewith. The Seller acknowledges and agrees that a violation of the Supplier Code is considered a material breach of contract, which gives us the right to terminate the contract at any time and with immediate effect without any right to payment of outstanding remunerations or any damages.
3. The Seller shall maintain secrecy vis-à-vis third parties regarding all operational processes, facilities, equipment, documents and so forth at our premises and those of our customers which become known to him in connection with his activities for us, even after submission of the respective offers or completion of the contract. The Seller shall impose corresponding confidentiality obligations on his vicarious agents.

XII. Place of Performance / Jurisdiction / Applicable Law

1. Unless otherwise agreed, the place of contractual performance shall be the place of receipt designated by us.
2. The place of jurisdiction is the registered office of our company in Mülheim an der Ruhr. Alternatively, we may sue the Seller at his general place of jurisdiction as well as at the place of jurisdiction of our branch office with which the contract was concluded.
3. All legal relations between us and the Seller shall be governed by the laws of the Federal Republic of Germany, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, as amended from time to time, in addition to these Terms and Conditions.

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