All orders and purchases shall be based exclusively on these Terms and Conditions of Purchase. Other terms and conditions shall not form part of the contract unless we confirm these terms and conditions in writing. If we accept the goods without raising any explicit objections, this shall not, under any circumstances, be taken to mean that we have accepted deviating terms and conditions of the contractual partner.

For organisational reasons, we must request that only the prepared order confirmation be used.

1. Contractual Terms and Conditions

a. With regard to the contractual terms and conditions, only the wording of our order and, in addition, these General Terms and Conditions of Purchase shall apply. Where wording of the order refers to public national or international standards, then the current valid version of these standards shall apply.

b. Verbal agreements reached with our procurement employees shall only be binding once we have confirmed them in writing.

2. Orders

a. If orders are not acknowledged by the supplier in writing or by e-mail within one week of receipt, including all relevant formalities, then the supplier shall be deemed to have confirmed the order.

b. We are entitled to demand that alterations be made to the delivery item even after the contract has been concluded, provided that the supplier can be reasonably expected to make them. Such contractual alterations shall give due consideration to the impact on both parties, in particular with regard to extra and reduced costs, as well as the delivery deadlines.

3. Delivery Period and Deadlines

a. Agreed dates and deadlines shall be binding. The receipt of the goods at the agreed place of receipt shall be the prerequisite for adherence to these deadlines.

b. Early delivery and partial deliveries shall require our consent.

c. The supplier shall be obliged to notify us immediately in writing if circumstances arise or become known to it that will result in non-compliance with the agreed delivery date, stating the reasons and the likely duration of the delay.

4. Packaging, Transportation and Insurance

a. The goods are to be protected against damage using suitable packaging that has been approved by us, and using due care and proper transportation.

b. We undertake to carry out our own transport insurance. We shall not pay the costs associated with freight forwarders' insurance; we are exempted from mandatory freight forwarders' insurance (SUSV/Verkehrsleitunmg).

c. The risk shall be transferred to the place of receipt specified by us.

5. Provisions to be Adhered to

a. In connection with the performance, the supplier shall adhere to all of the relevant statutory provisions and regulations, in particular with regard to environmental protection, hazardous goods and accident prevention. They shall ensure the security of the delivery chain based on the applicable customer orders and shall adhere to the generally accepted safety regulations and requirements set out by the party placing the order.

b. The supplier warrants that all deliveries adhere to the provisions in the Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the supplier warrants that the substances contained in the products delivered have been registered, insular in this is required under the provisions of the REACH Regulation, and that we have been provided with safety data sheets in accordance with the provisions of the REACH Regulation/the information set out in Article 32 of the REACH Regulation. Insofar as the supplier delivers products within the meaning of Article 5 of the REACH Regulation, it also warrants, in particular, that it adheres to its obligation to pass on sufficient information pursuant to Article 31 of the REACH Regulation.

c. The supplier warrants that it adheres to Directive 94/42/EC on packaging and packaging waste, in particular adherence to the 100g cumulative limit value for lead, cadmium, mercury and hazardous chromium in packaging or packaging components.

d. Hazardous goods pursuant to the Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways (GGVSeV) (ADR, RID) are to be delivered free of charge as a general rule.

e. The INCOTERMS® 2010 shall apply to all commercial clauses.

f. Incoterms involving make-up parts, only "DDP" shall apply and delivered ex-works. The product destination, transportation method and means of transportation shall be specified by our metal procurement department for each delivery.

6. Quality and Warranty

a. In respect of its deliveries and services, the supplier shall adhere to the recognised technical rules, the statutory safety-related and environment-related regulations and the agreed technical data. The valid version of the standards shall be applied.

b. The supplier shall conduct a thorough final check to ensure adherence to the specified product characteristics. Any changes to the delivery item shall require our prior written approval.

c. Acceptance shall be subject to an inspection to ensure that the goods are free from defects and, in particular, that they are correct, complete and suitable. We are entitled to inspect the goods, insor as and do so in this feasible within the framework of ordinary business activities; we shall report any defects we identify as soon as we discover them. In respect of the supplier, the supplier shall bear the costs of the technical notification of defects. Section 377 of the German Commercial Code (HGB) shall not apply.

d. The limitation period for our claims based on defects shall start when the goods are delivered to the service is accepted, and amounts to two years for claims resulting from, or in connection with, the delivery of the goods. If the goods are used for a building structure in accordance with their usual purpose, the warranty shall amount to five years. In all other respects, the statutory deadlines shall apply. The warranty period for spare parts that are specially marked/named as such, shall amount to five years from the time of installation, but shall end, at the earliest, when the warranty period for the goods' technical orders expired.

e. We can demand either the rectification of the defect or the replacement of the delivery item that is free of defects. In the case of subsequent performance, the period of limitation for replaced and repaired parts shall begin anew. The expenses incurred for the purposes of subsequent performance shall also include the expenses incurred by our customers.

f. If the supplier fails to rectify the defect as soon as we ask it to, we have the right to repair the defective parts to the extent that can be reasonably expected of them, to provide each other the necessary information without delay and to adjust their obligations to reflect the change in circumstances in good faith.

7. Product Liability

a. If the supplier is responsible for product damage, then it must indemnify us against third-party claims for damages in full. We shall provide a corresponding safety insurance cover for all risks associated with product liability, including the recall and/or replacement of goods, for the entire duration of the contract.

b. The supplier shall perform quality assurance measures that are suitable based on the technical scope of the products, in line with state-of-the-art technical standards, and shall provide us with evidence of the quality assurance measures in question.

8. Property Rights

a. The supplier shall guarantee the delivery of or use of the delivered goods shall not breach third-party rights, in particular industrial property rights.

b. The supplier shall indemnify the party placing the order and all customers from all claims resulting from breach of these property rights.

9. Payment

a. In the absence of any agreements to the contrary, payments shall be made within 14 days subject to a 3% discount or interest. We may calculate the discount or interest from the due date up to the time of the receipt of payment or from the date on which the supplier is deemed to have made default payment, provided that we have previously issued an urgent written reminder after the due date.

b. In cases involving incorrect deliveries, we are entitled to withhold payment as appropriate – maintaining our right to apply the discount – until the time of due and proper performance.

c. Receivables may only be assigned with our written consent.

10. Force majeure

a. For force majeure, industrial disputes, unrest, official measures and other unavoidable events, we relieve the contractual partners from their performance obligations for the duration of the duration and the extent of this impact. The Parties undertake, to the extent that can be reasonably expected of them, to provide each other the necessary information without delay and to adjust their obligations to reflect the change in circumstances in good faith.

b. In cases involving metal purchases, the supplier may not invoke force majeure.

11. Tool Costs, Production Equipment and Data

a. The tools and facilities required for the manufacture of the goods ordered and for their maintenance and replacement shall be at the supplier's expense as a general rule. We have the right to acquire and use such tools, dies or models (where appropriate taking into account wear-and-tear and depreciation) in return for payment of the cost price.

b. Models, matrices, templates, samples, tools and other production equipment paid or made available to the supplier by us shall be the supplier's property and may only be used for deliveries and services to us or parties with prior written consent. The supplier must store any production equipment belonging to us carefully and free of charge and must return it to us without delay and without any right of retention any time we request receipt.

12. Ownership and Provision

a. We recognise a proportion of the supplier's terms and conditions of delivery regarding the latter's ownership of the title. We consent to theISSN of the supplier's equipment being notified to us in private, such as to the extent that we have acquired all the supplier's supplier and the goods and services are to be considered the main goods, then co-ownership of the main goods shall be transferred to us based on the invoice invoice value of the goods to the invoice value of the service goods. If any goods are combined with goods of the supplier, the supplier's goods are to be considered the main goods, then co-ownership of the main goods shall be transferred to us based on the invoice invoice value of the goods to the invoice value of the service goods or – if there is no such invoice value, the market value – of the main goods. In such cases, the supplier shall be deemed the custodian.

13. Subcontracts

For subcontracts by us, the following also applies: a. The supplier shall inspect the subcontracted goods without delay and on receipt to check for any transportation damage, evident material defects, incorrect deliveries and incorrect quantities and shall inform us of any complaints without delay.

b. The supplier's only entitled to process subcontracted goods that are free of defects. It must act appropriately within this context to ensure that the intended purpose of the subcontracted goods is not impaired or jeopardised as a result of the processing. The supplier shall be liable within the statutory scope.

14. Compliance

a. The supplier undertakes to adhere to the relevant statutory provisions on dealing with employees, environmental protection, occupational health and safety and shall endeavour to reduce any adverse impact of its activities, in particular provisions that are relevant to environmental protection, hazardous goods and accident prevention. They shall ensure the security of the delivery chain based on the applicable customer orders and shall adhere to the generally accepted safety regulations and requirements set out by the party placing the order.

b. The supplier undertakes to indemnify us against all claims resulting from or in connection with, the delivery of the goods. If the goods are used for a building structure in accordance with their usual purpose, the warranty shall amount to five years. In all other respects, the statutory deadlines shall apply. The warranty period for spare parts that are specially marked/named as such, shall amount to five years from the time of installation, but shall end, at the earliest, when the warranty period for the goods' technical orders expired.

c. We can demand either the rectification of the defect or the replacement of the delivery item that is free of defects. In the case of subsequent performance, the period of limitation for replaced and repaired parts shall begin anew. The expenses incurred for the purposes of subsequent performance shall also include the expenses incurred by our customers.

15. Place Of Performance and Place Of Jurisdiction

a. The place of performance for all obligations under the agreement shall be the place of receipt specified by us.

b. The supplier is an entrepreneur who has entered the German commercial register (Vollkaufmann); therefore, place of jurisdiction shall be Ulm.

16. Statutory Provisions, Applicable Law

In the absence of any provisions to the contrary above, the contract and its performance shall be subject exclusively to the statutory provisions of the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980.