

# Hans Zewe Stahlhandel - General Conditions of Purchase

## 1. Prevailing conditions

Our orders are placed on the basis of our General Conditions of Purchase. Other conditions do not become part of the contract even if we do not explicitly contradict such conditions.

## 2. Placement of orders

Orders placed in writing become binding on our part exclusively. All agreements made in connection with placing an order, namely changes and supplements at a later date are subject to our written confirmation for validity. The scope of delivery and/ or performance shall be governed by our written order exclusively.

## 3. Delivery date

The delivery dates agreed with us are to be kept unconditionally otherwise we shall be entitled after a reasonable period of grace has expired to claim damages for non-performance or to withdraw from the contract. A delivery date is considered as agreed if we fix the date in our written order that the supplier has indicated in his offer.

Advance delivery only affects the terms of payment connected to the delivery date if this has been explicitly agreed. If the completion of one of our contractual obligations becomes impossible or is considerably impeded due to Force Majeure, strikes or lockouts we can withdraw from the contract partly or completely or can ask for the performance at a later date. The seller shall not obtain the right to make any claims against us in this case.

Observance of the stipulated delivery date shall be governed by the receipt of the goods at the delivery point designated by us.

## 4. Prices

The prices agreed are fixed and quoted free point of delivery unless otherwise agreed.

Packing charges will only be paid if they are explicitly agreed.

## 5. Dispatch

Unless otherwise agreed in writing dispatch is effected free point of delivery. The seller shall bear the risk of transport, freight and incidental expenses.

Our shipping instructions have to be followed strictly. A dispatch advice in duplicate has to be sent to us for each individual consignment on the day of dispatch. Our order numbers and other notes of the order have to be included in the dispatch notes, bills of lading, package labeling as well as all other correspondence concerning the shipment of the goods.

Partial deliveries must be marked as such in the shipping documents. The seller or his authorized representative must have the correct receipt of the shipments confirmed at the point of delivery.

All costs arising from the non-conformance with our shipment instructions shall be paid by the seller.

## 6. Packing

We will only pay for packing costs that have been explicitly agreed. If goods are returned free of charge we will charge to the account of the seller immediately with the agreed value.

## 7. Invoicing and payment

Invoices have to be submitted threefold under separate cover. Partial invoices have to be marked as such. Invoices must include our order number, the order date and the account number indicated in the order.

Payment of the invoice is to be effected within 14 days 2% cash discount or net at the end of the month following the receipt of the goods or rendering the performance and receipt of a verifiable invoice by means of payment at our discretion. We reserve the right to make payments in cash, by check or draft. If drafts are presented we reimburse the discount rate valid on the day of payment. Insofar that invoices for the receipt of goods or rendering services from the previous month are received by the 5th of the following month we will pay these within 14 days after receipt

of the invoice with a cash discount of 2% or net one month after receipt of the invoice by a means of payment at our discretion.

## 8. Warranty

The seller ensures that the goods he delivers have the qualities warranted in the contract, correspond to state-of-the art technology and are not afflicted with defects which reduce or render the value or fitness of the goods for ordinary use or the use supposed at the time of the order useless.

Agreed properties include at any time agreed performance, durability and consumption figures.

Warranty is agreed for one year from the date of delivery/ performance or acceptance unless otherwise agreed or the legal deadline is longer.

For defects notified within the warranty period our warranty claims expire at the earliest six months after the complaint has been filed.

The seller has to remedy immediately at his own costs all defects showing within the warranty period. If the seller does not fulfill this obligation within a reasonable time or the case urgently requires it we shall be entitled to carry out the necessary measures at his expense. The warranty period for improved or replaced parts recommences from the beginning again. If the seller fails to remedy the defect within a reasonable deadline given we shall also be entitled to withdraw from the contract and claim damages.

The warranty period starts afresh after the replacement or the elimination of the defect. Filing a complaint in respect of a defect of the goods does not affect fulfillment of the terms of payment.

The seller waives the objection of a delayed notification of defects (Section 377 BGB).

## 9. Assignment, transfer of the execution of the contract

The seller shall not be entitled to assign or transfer his rights or obligation from our orders partly or wholly to a third party or leave the execution to a third party without our approval, in writing, which must not be refused without good reason.

## 10. Place of performance, place of jurisdiction, applicable law

Place of performance and jurisdiction including action for assertion of a claim concerning payment of a draft or check for both parties is 66564 Ottweiler. We shall be entitled to sue the seller at any other appropriate place of jurisdiction. All legal relations between us and the seller are exclusively governed by the applicable domestic law at the headquarters of our company. The application of foreign law is excluded. The application of the uniform law included in the Hague Convention Relating to a Uniform Law on the International Sale of Goods is excluded.

## 11. Miscellaneous

Offers are submitted free of charge and without obligation on our part.

Our enquiries and orders or any other correspondence must not be used for advertising purposes without our written approval.

If the seller ceases payment or insolvency proceedings into his property are filed or a judicial or extra-judicial settlement is applied for we shall have the right to withdraw from the contract for the defaulted part of the contract.

In the event any conflict in the interpretation of the rights and obligations of the parties hereto arises from the use of different languages the German version of these General Conditions of Purchase shall prevail.

The invalidity of any provisions of the contract or of the general terms shall not affect any part of the remaining contract. An invalid provision shall be replaced by a provision which serves the intended economic purpose of the contract best.

**NOTE: ONLY THE GERMAN VERSION OF OUR GENERAL TERMS AND CONDITIONS IS VALID FOR ANY BUSINESS WITH OUR COMPANY**