

Terms and Conditions of Purchase

These Terms and Conditions of Purchase apply to all orders with the exception foundry scrap deliveries. In this case, the standard conditions for delivery of scrap iron and steel scrap (version August 1996 – Bundesvereinigung Deutscher Stahlrecycling und Entsorgungsunternehmen e.V.) shall apply. Special consideration shall be given to item 5 below.

Deviating terms and conditions of the supplier shall only apply if we have expressly accepted them in writing.

1. Order and Confirmation

Only orders placed in written form are legally binding to us. Verbal agreements as well as supplements and amendments require written confirmation. Acceptance of the order shall be confirmed to us in writing immediately upon receipt. This writing shall include order reference and order number.

2. Prices

Unless otherwise agreed, the prices of the order shall be deemed to be fixed prices for deliveries carriage paid to our works including packaging. If prices are not specifically agreed, we reserve the right to accept the prices stated in the order confirmation. If prices are fixed ex place of delivery, they shall be free wagon or truck. We reject the payment of cartage in any case.

3. Delivery Time

The agreed delivery time starts from the day of our order and is legally binding. If the agreed delivery time is not met due to circumstances for which the supplier is responsible, we shall be entitled, at our discretion, to withdraw from the order, to claim damages for non-fulfilment or to procure a replacement from a third party, in which case the supplier shall bear the additional costs incurred by us. As soon as the supplier realizes that he is unable to deliver on time, in whole or in part, he shall notify us thereof without delay, stating the reasons and the probable duration of the delay. In the event of a breach of this duty of notification, we shall be entitled to the legal consequences set out above, even if the supplier is not at fault for the delay.

4. Dispatch

All deliveries must always be accompanied by a delivery note showing our order data. The supplier shall be liable for the consequences of missing or incorrectly issued shipping documents. Wagon shipments are to be directed to Mainz-Hafen station, Rheinallee loading point, general cargo and express shipments to Mainz-Hauptbahnhof (Mainz main station) - general cargo code 1486 (self-collector).

5. Weights

For the determination of weight and quantity, the

observations made at the point of receipt shall be the determining factor. In the case of wagon deliveries, the weight shall be determined by official railroad weighing. In the case of truck deliveries and ship loads, the weights determined on our calibrated scales shall be valid. In this context, item 7 b) of the standard conditions for delivery of scrap iron and steel scrap (version August 1996) shall not apply.

6. Receipt of Goods

Receipt of deliveries is confirmed subject to subsequent detailed inspection for quantity, quality and condition.

7. Warranty

The supplier shall provide a warranty for his deliveries in accordance within the statutory provisions. He is obligated to deliver a replacement free of charge for goods for which any existing defects are not immediately recognizable or can only be determined later after the defect has been recognized. The freight costs for return and replacement delivery shall be at the expense of the supplier. If the supplier is in default with his obligations under the warranty, we shall be entitled to remedy the defects ourselves at the supplier's expense.

In case of delivery of alloyed material, the supplier guarantees the composition according to prescribed material numbers and analysis results.

8. Invoice and payment

Invoices shall be submitted to us in duplicate after delivery has been made, stating the order data. Unless otherwise agreed, we shall make payments either within 14 days with a 2% discount or within 30 days net after receipt of the goods, whereby, however, the time prior to receipt of the invoice by us shall not be taken into account.

9. Place of Performance and Court of Jurisdiction

Place of performance and jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Mainz.

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Eisengießerei GmbH, Mai