

# Römheld & Moelle

## Terms and conditions of purchase

These Terms and Conditions of Purchase apply to all orders with the exception of deliveries of foundry scrap. The "customary terms and conditions for the delivery of cast iron scrap and foundry steel scrap" shall apply. Special consideration is given to point 5 below.

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

---

### 1. Order and confirmation

Only orders placed in writing are binding for us. Verbal agreements as well as additions and amendments require written confirmation. Acceptance of the order must be confirmed to us in writing immediately upon receipt, repeating the order references and numbers.

---

### 2. Prices

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

---

### 3. Delivery time

The agreed delivery time runs from the date of our order and is 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-performance or to procure a replacement from a third party, whereby the supplier shall bear the additional costs incurred by us. As soon as the supplier realises that he is unable to deliver on time, in whole or in part, he must notify us immediately, stating the reasons and the probable duration of the delay. In the event of a breach of this obligation to notify, we shall be entitled to the legal consequences set out above, even if the supplier is not at fault for the delay.

---

### 4. Shipping

All deliveries must be accompanied by a delivery note showing our order details. The supplier shall be liable for the consequences of missing or incorrectly issued shipping documents. Wagon

# Römheld & Moelle

consignments are to be sent to Mainz harbour station, Rheinallee loading point, general cargo and express consignments to Mainz main station - general cargo code 1486 (self-collector).

---

## 5. Weights

For the determination of weight and quantity, the findings at the place of receipt are decisive. In the case of wagon deliveries, the weight shall be determined by official railway weighing. For lorry deliveries and ship loads, the weights determined on our calibrated scales are valid. In this context, point 7 b) of the "Standard commercial terms and conditions for the delivery of cast iron scrap and foundry steel scrap" shall not apply.

---

## 6. Goods receipt

The receipt of deliveries shall be certified subject to a subsequent detailed inspection for quantity, quality and condition.

---

## 7. Guarantee

The supplier shall assume warranty for its deliveries in accordance with the statutory provisions. He is obliged to deliver free replacements for goods for which any existing defects are not immediately recognisable or can only be detected later, immediately after the defect has been recognised. The freight costs for return and replacement delivery shall be borne by the supplier. If the supplier defaults on its warranty obligations, we shall be entitled to remedy the defects ourselves at the supplier's expense.

When supplying alloyed material, the supplier guarantees the composition in accordance with the prescribed material numbers and analysis values.

## 8. Invoice and payment

Invoices must be submitted to us in duplicate after delivery has been made, stating the order details. 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 the time prior to receipt of the invoice by us shall not be taken into account.

---

## 9. Code of Conduct

By accepting the order, the supplier accepts the Code of Conduct (CoC) made available on our website (<https://www.roemheld-moelle.de/>). This becomes part of the contract between Römheld & Moelle and the contractor with every order. The contractor thereby commits to transparent business relationships and fair market behaviour as well as to assuming responsibility towards employees, society and the environment. In addition, he agrees that Römheld & Moelle may request suitable evidence of compliance with the CoC, e.g. through self-assessment or on-site visits.

---

## 10. Place of fulfilment and jurisdiction

The place of fulfilment and jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Mainz.