

General Terms and Conditions of Purchase DELTA-TRADING GmbH Metallhandel

I. General Information and applicability

1. These general conditions of purchase apply to all orders of goods and services as well as their processing. Deviating conditions of the seller or other agreements shall only apply if we have expressly acknowledged them in writing. If we accept the goods without express objection, the acceptance of the seller's terms and conditions can in no case be derived from this.
2. The preparation of offers is free of charge and non-binding for us.
3. Verbal collateral agreements require our written confirmation in order to be effective.
4. In case of doubt, the Incoterms in their latest version shall be decisive for the interpretation of trade clauses.

II. Terms of payment

1. In the absence of other agreements or more favourable conditions of the seller, payments shall be made within 14 days with a 3% discount or within 30 days net.
2. Payment and cash discount periods shall run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation, test certificates, works certificates or similar documents are part of the scope of services, not before their contractual handover to us. Payment shall be deemed to have been made on time if the transfer has been ordered from the bank on the due date or if the cheque has been sent by post on the due date.
3. Maturity interest cannot be claimed. The default interest rate is 5% above the base interest rate. In any case, we shall be entitled to prove that the damage caused by default is lower than that demanded by the buyer.
4. We shall be entitled to set-off and retention rights to the extent permitted by law.

III. Delivery period, delivery dates

1. Agreed delivery periods and dates are binding. Impending delays in delivery must be notified to us immediately in writing. At the same time, suitable countermeasures shall be proposed to us to avert the consequences.
2. Unless otherwise agreed in writing, the receipt of the goods by us shall be decisive for compliance with the delivery period or delivery date.
3. If the Seller is in default of delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to claim damages instead of performance after the fruitless expiry of a reasonable grace period set by us. Our claim to delivery shall only be excluded if the Seller has paid damages.
4. The seller can only invoke the absence of necessary documents to be supplied by us if he has not received the documents even after a written reminder.

IV. Prices

1. The agreed price is a fixed price.
2. In the case of pricing "free domicile", "free destination" and other "free / carriage paid" deliveries, the freight and packaging costs are included in the price. In the event of carriage forward delivery, we shall only assume the lowest freight costs unless a special type of shipment has been agreed in writing.

V. Retention of title

1. With regard to the Seller's retention of title rights, the Seller's simple retention of title shall apply so that the title to the goods shall pass to us upon payment thereof and accordingly the extended retention of title (processing reservation) and the extended retention of title (retention of title extended to customer claims) as well as the current account reservation shall not apply.
2. Due to the retention of title, the buyer can only demand the return of the goods if he has previously withdrawn from the contract.

VI. Execution of deliveries and transfer of risk

1. The seller shall bear the risk of accidental loss and accidental deterioration, even in the case of "carriage paid" and "free domicile" deliveries, 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 customary scope of trade.

4. Packaging costs shall be borne by the Seller unless otherwise agreed in writing. If we bear the costs of packaging in individual cases, this shall be charged to us as cheaply as possible. The obligations to take back packaging are governed by the Packaging Ordinance (Verpackungsverordnung) of 21.08.1998 in its current version.

VII. Declarations of origin

In the event that the seller makes declarations regarding the origin of the goods sold, the following shall apply:

1. The Seller undertakes to enable the customs authorities to verify proofs of origin and to provide the necessary information and any necessary confirmations.
2. The Seller shall be obliged to compensate for any damage caused by the fact that the declared origin is not recognised by the competent authority as a result of faulty certification or the impossibility of verification, unless the Seller is not responsible for these consequences.

VIII. Supply Chain

The Seller shall bear full responsibility that the delivered goods, including the related services, comply with the Act on Corporate Due Diligence Obligations for the Prevention of Human Rights Violations in Supply Chains (LkSG) of the Federal Republic of Germany. In case of violation of his obligations by the Seller, the purchase agreement shall be rendered null and void and the Buyer shall not be obligated to accept the goods. If payment for the agreed delivery of the goods has already been received, the Seller shall be obligated to immediately refund the full amount to Delta-Trading GmbH Metallhandel - regardless of whether the goods had been fully processed or not. Furthermore, the Seller shall immediately collect the unprocessed goods at his own expense.

IX. Liability for Defects and Statute of Limitations

1. The seller shall provide us with the goods free of material defects and defects of title. In particular, he shall be responsible to us for ensuring that his deliveries and services comply with the recognised rules of technology and the contractually agreed properties and standards.
2. After receipt, the goods will be checked for quality and completeness to the extent that is reasonable and technically possible for us. Notifications of defects shall be deemed to have been made in good time if they are received by the Seller within eight working days by letter, fax, e-mail or telephone. The period for the notification of defects begins at the point in time at which we - or in the case of third-party business or drop shipment our customers - have ascertained or should have ascertained the defect.
3. If the goods have a material defect, we shall be entitled to the statutory rights at our discretion. A subsequent improvement by the seller shall be deemed to have failed after the first unsuccessful attempt. We shall also be entitled to withdraw from the contract if the relevant breach of duty by the seller is only insignificant.
4. We may demand compensation from the Seller for expenses in connection with a defect which we have to bear in relation to our customer if the defect already existed when the risk passed to us.
5. The statutory limitation periods shall apply to our warranty claims. They begin with the timely notification of defects in accordance with the above No. 2. The seller's liability for defects ends at the latest ten years after delivery of the goods. This limitation shall not apply if our claims are based on facts which the Seller knew or about which he could not have been unaware and which he has not disclosed to us.
6. The Seller hereby assigns to us - on account of performance - all claims to which he is entitled against his suppliers on the occasion of and in connection with the delivery of defective goods or such goods which lack warranted or guaranteed characteristics. In order to assert such claims he shall hand over to us all documents required for this purpose.

X. Place of performance and jurisdiction

1. Place of performance for our deliveries and place of jurisdiction is, as far as legally permissible, the registered office of Delta-Trading GmbH.
2. The law of the Federal Republic of Germany shall apply between the contracting parties, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UNCITRAL).

