

General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase apply to purchases and orders for supplies/services of the following company:

Aluminium GmbH Nachrodt, Hagener Str. 145-149, D-58769 Nachrodt

(hereinafter "the Buyer")

§ 1 General and scope of application:

1. Unless expressly agreed otherwise in writing, these General Terms and Conditions of Purchase shall apply to all purchases and orders of the Buyer. The General Terms and Conditions of Purchase shall also apply to all future transactions, even if they are not expressly stated as an integral part of the contract in the individual case.
2. These General Terms and Conditions of Purchase shall apply exclusively; conflicting or deviating terms and conditions of the Contractual Partner shall not be recognised by the Buyer and are hereby expressly rejected. No further objection is required in individual cases.
3. These General Terms and Conditions of Purchase shall also apply if the Buyer, being aware of terms and conditions of the Contractual Partner that conflict with or deviate from these General Terms and Conditions of Purchase, accepts the delivery/service of the Contractual Partner without reservation.
4. Verbal subsidiary agreements and deviations from these General Terms and Conditions of Purchase shall only be valid after express written confirmation by the Buyer. An implied consent to deviations, e.g. by contract fulfilment actions, silence, unconditional transmission of an order confirmation, order or similar, is excluded. If, by way of exception, expressly different agreements are made, these shall apply exclusively to this one business case.
5. With each delivery or service, the Contractual Partner acknowledges the exclusive validity of these General Terms and Conditions of Purchase.

§ 2 Order:

1. An order is deemed to have been placed when it is either written and signed or sent electronically from an official e-mail account of the Buyer. A verbal order becomes legally binding when it is confirmed by the Buyer in writing or electronically.
2. The documents provided to the Contractual Partner by the Buyer, such as plans, drafts, data, samples, models, specifications or applications, remain the property of the Buyer and may only be used for the Buyer's purposes. They are to be treated confidentially and may not be made accessible to third parties without express written consent. They shall be returned to the Buyer at any time upon the Buyer's request, but at the latest with the invoice at the expense of the Contractual Partner. Until the return, the Contractual Partner shall bear the risk of accidental loss or accidental damage of the documents. The Contractual Partner shall observe the documents. If, however, the Contractual Partner realises that the documents are faulty or technically or commercially disadvantageous for the Buyer, the Contractual Partner shall immediately point this out to the Buyer. In this case, the documents are only to be observed insofar as this is expressly requested by the Buyer despite the advice of the Contractual Partner.
3. The Contractual Partner shall point out technical and other difficulties at an early stage. It is responsible for its information, technical advice and other details.

4. The Buyer shall not pay for the preparation of offers and offer documents (plans, technical specifications, etc.). By accepting the order, the Contractual Partner declares that it has all the information, data, descriptions, plans, technical specifications and sufficient knowledge of the local conditions required to execute the order.

§ 3 Delivery/Service:

1. The delivery/performance date is the date specified by the Buyer on which the ordered goods are to be delivered to the place of delivery with all transport, customs and accompanying documents or the performance is to be rendered at the place of performance.

2. The Buyer is entitled to refuse acceptance of a premature or delayed delivery/service and to return the goods at the expense and risk of the Contractual Partner or to store them with third parties.

3. If the Contractual Partner realises that it will not be possible for it to deliver/service in time, either in whole or in part, it must notify the Buyer of this immediately and state by when the delivery/service will be made (new delivery/service date).

The Buyer is entitled to withdraw from the contract after setting a reasonable grace period or to accept the new delivery/performance date. In urgent cases, the Buyer is entitled to withdraw from the contract without setting a grace period.

4. The Buyer is entitled to refuse acceptance of partial, short or excess deliveries/services.

5. The Buyer is also entitled to declare withdrawal from the entire order in the case of divisible performance.

6. The Buyer is entitled to cancel parts of the agreed scope of services for deliveries of goods even after conclusion of the contract by unilateral declaration. In this case, the remuneration shall be reduced by the portion attributable to the cancelled part.

7. A delivery/service is only complete when the Contractual Partner has handed over to the Buyer all agreed or usually required documents (e.g. invoices, freight documents, guarantee letters, technical documentation, operating instructions). The handing over of these documents is a prerequisite for the due date of the payment.

The Contractual Partner shall indemnify and hold the Buyer harmless against all claims asserted against the Buyer by third parties, in particular customers of the Buyer or authorities, because the Contractual Partner did not hand over an agreed or usually assumed document, or did not hand it over completely or in time.

8. The Contractual Partner shall be obliged to provide the Buyer immediately upon request with all information which the Buyer or a customer of the Buyer requires in order to prove compliance with statutory or other regulations to whomsoever. This information shall include, in particular, evidence of the tests, calculations and analyses carried out and the resulting values.

9. In the event of default on the part of the Contractual Partner, the Buyer shall in any case be entitled to demand a contractual penalty of 1 % (one percent) of the order sum for each commenced week of default, up to a maximum of 10 % (ten percent), irrespective of fault and due immediately. Any damage in excess of this shall be compensated.

10. Retention of title towards the Buyer is excluded.

§ 4 Transport:

1. Unless otherwise agreed, the Contractual Partner shall deliver the goods free domicile, insured and duty paid. He shall unload the goods at the place of delivery. The order number and the order date must be stated in the shipping documents.

2. Transport and unloading shall be at the expense and risk of the Contractual Partner. The Contractual Partner shall also bear the costs for insurance and packaging.

§ 5 Place of delivery/service, transfer of risk:

1. In the absence of any other agreement, the place of delivery/service shall be the Buyer's registered office.
2. In the absence of any other agreement, the risk shall not pass to the Buyer until the goods have been unloaded at the place of delivery and any other performance has been accepted at the place of performance.

§ 6 Prices, invoice and payment:

1. The prices are fixed prices and include all expenses for the complete provision of the delivery/service.
2. Invoices must state the Buyer's order number as a prerequisite for payment.
3. If the delivery/service is defective, the Buyer is entitled to withhold payment until complete fulfilment.
4. Provided that the delivery/service is free of defects and the invoice has been properly issued, payment shall be made within 14 days of receipt of the invoice with a 3 % (three percent) discount or within 30 days net, unless otherwise agreed in writing.
5. The Buyer shall be entitled to rights of set-off and retention to the extent provided by law.
6. The following applies to the purchase of non-ferrous metals: The quality and weight determination by the receiving plant are decisive for the processing of the contract.

The contract shall be based on the currently valid specifications, which can be viewed on the Alu-met homepage (link: <https://alu-met.com/en/metalleinkauf/>). Unless otherwise agreed, a weight tolerance of +/- 2 % shall apply to the contractual quantity. Unless otherwise agreed, prices shall be fixed at the lowest LME quotation on an unknown day at the option of the Contractual Partner (LME quotation Aluminium HG 99.7). Conversion USD:EUR according to the (official) published conversion rate of the LME on the day/at the time of fixing.

§ 7 Warranty:

1. The Contractual Partner warrants that the delivery/service complies with the agreement and the usually assumed properties, in particular all regulations applicable to it at the Buyer's place of business and the current state of the art.
2. The Contractual Partner is obliged to check the quality and quantity of its delivery/service itself. The Buyer's obligation to inspect and give notice of defects is expressly waived.
3. The Contractual Partner is furthermore obliged to insist on compliance with the quality regulations by its sub-contractors and also to monitor this.
4. The Contractual Partner is obliged, at the Buyer's discretion, to remedy defects within a reasonable period of time or to grant the Buyer a reasonable price reduction.
5. In urgent cases, the Buyer is entitled to remedy defects himself or have them remedied by third parties. The costs incurred for this shall be borne by the Contractual Partner.
6. The warranty period for hidden defects shall only commence upon their discovery. In any case, it shall be at least three years from complete delivery/service.

§ 8 Force majeure:

Force majeure, as well as all other events that lie outside the sphere of influence of the Buyer, such as natural events, fire, flood, war, strike, sanctions, official measures, etc., entitle the Buyer to postpone the contractual obligations to a reasonable extent or to withdraw from the contract. No claims for damages can be derived from this.

§ 9 Property rights:

The Contractual Partner warrants that no rights of third parties are infringed by its delivery/service and shall indemnify and hold the Buyer harmless for all claims due to an infringement of such rights. He shall reimburse the Buyer for all costs incurred in connection with an infringement of such rights.

§ 10 Secrecy:

The Contractual Partner is obliged to maintain secrecy about the business relationship with the Buyer and to keep all information received from the Buyer secret even after fulfilment of the contract.

§ 11 Damages:

1. The Contractual Partner shall be liable to the Buyer for all disadvantages resulting from a breach of the contract, in particular for disadvantages resulting from a delayed and defective delivery/service. The liability also extends to the delivery/service of subcontractors and upstream suppliers. The obligation to pay compensation includes all consequential damages and pure financial losses, in particular also costs of return actions and costs of a production standstill. The Buyer is also entitled to claims from product liability if the Buyer uses the delivery/service predominantly in its company.

2. The Contractual Partner shall be obliged to take out a business liability insurance policy to an appropriate extent and to prove this to the Buyer on request.

§ 12 Indemnification and hold harmless from claims of third parties:

If claims are asserted against the Buyer by third parties due to a delay in delivery/service or the defective delivery/service by the Contractual Partner, the Contractual Partner shall fully indemnify and hold the Buyer harmless in this respect.

§ 13 Change of materials etc. Cessation of production:

The Contractual Partner shall inform the Buyer in writing in good time and without being asked in advance of any changes to production processes, suppliers and supplier parts. The Contractual Partner may only change production processes, subcontractors and subcontracted parts after prior written approval by the Buyer.

§ 14 Special provisions for the supply of machinery and equipment:

1. The Contractual Partner shall comply with all statutory regulations, other standards and generally recognised rules of technology applicable to the machine/plant supplied by it at the place of installation.

2. The Contractual Partner must ensure that the safety of the Buyer's operation (in particular fire protection, explosion protection) and the personal safety of its employees is guaranteed at all times, both during construction and operation of the machine/plant. Possible sources of danger must be pointed out in a clearly visible manner.

3. In particular, machinery and equipment must comply with the specifications and product-specific standards for safety and function and have proper CE certification with regard to their components and overall.

4. The Contractual Partner shall hand over the required documents to the Buyer completely, in an orderly manner and in German language in paper form and electronically.

5. The Contractual Partner shall provide comprehensive training to the Buyer's employees.
6. When designing and constructing the machine/plant, energy efficiency and resource conservation must be taken into account.
7. The Contractual Partner must ensure that the Buyer can be supplied with spare parts for at least ten years. He shall inform the Buyer immediately if the production of spare parts is to be discontinued.
8. After successful commissioning of the entire delivered system, a formal final acceptance of the delivered machine/system must take place. Trial operation shall not be considered as commissioning. The final acceptance is decisive for the transfer of risk and the beginning of the warranty.

§ 15 Code of Conduct:

The Buyer has a Code of Conduct which can be viewed on the Alu-met homepage (Link: <https://alu-met.com/en/standorte/>). This Code of Conduct is part of these General Terms and Conditions of Purchase. The Contractual Partner is expected to agree to this Code of Conduct and to comply with it or to have a comparable Code of Conduct and to comply with it. The Contractual Partner shall also bring the principles of the Code of Conduct to the attention of its suppliers. If the Contractual Partner identifies a violation in the supply chain, this must be brought to the attention of the Buyer immediately. The Buyer is entitled to check compliance with the Code of Conduct on site at the Contractual Partner's locations.

§ 16 Final provisions:

1. Unless otherwise stated in the order, the respective place of business shall be the place of performance.
2. All legal relations between the Buyer and the Contractual Partner are subject to German substantive law. The UN Convention on Contracts for the International Sale of Goods is excluded.
3. Any disputes arising from deliveries/services to the Buyer shall be brought exclusively before the competent court for Nachrodt, Germany. The Buyer shall, however, also be entitled to sue the supplier at the court of its place of residence.
4. The Contractual Partner may only use the Buyer and/or its delivery/service for the Buyer for advertising purposes or as a reference with the prior written consent of the Buyer.
5. The Contractual Partner agrees that the Buyer may process, transfer or transmit its data by computer (with the aid of automation) to the extent that this is necessary and expedient for the processing of the order or results from legal obligations.

§ 17 Severability clause:

Should any of the aforementioned provisions of these General Terms and Conditions of Purchase be void, ineffective or unenforceable for any reason, the validity of the remaining provisions and of the underlying contract shall not be affected thereby. In this case, the contracting parties shall replace the invalid or unenforceable provision with a valid provision that fulfils the economic purpose of the invalid or unenforceable provision as far as possible.