

General Terms and Conditions of Purchase of Purmetall GmbH & Co. KG Valid as of 02.02.2024

I. Contract Content, Conclusion of Contract

1. These General Terms and Conditions of Purchase shall apply to all current and future orders for goods and services and their execution. Purmetall (we) shall not be legally bound by any of the Contractor's (they) terms or conditions conflicting with or deviating from the Terms and Conditions of Purchase as set forth herein, unless otherwise provided for in these Contractor's terms and conditions, or in the contract with the Contractor. If we take delivery of the goods without any explicit objection, this should under no circumstance be interpreted as our approval of the terms and conditions of the Contractor.
2. If, for a particular order, special terms and conditions deviating from these General Terms and Conditions of Purchase are agreed upon, these General Terms and Conditions of Purchase shall be deemed to be subordinate and supplemental.
3. Tenders shall be free of charge and without obligation for us.
4. These terms and conditions only apply to transactions with companies pursuant to Section 14 of the German Civil Code.

II. Prices

The agreed prices quoted shall include free delivery/freight to the point of receipt named by us, including freightage, packaging and all subsidiary costs expressly including customs fees and motorway tolls. In case of freight forwarding, we will only pay the freight costs with the most favourable terms unless we have requested a special routing or mode of dispatch.

III. Payment

1. Invoices shall be submitted as a PDF/A-Document per E-mail to rechnungseingang@purmetall.de.
2. Supplies/services provided prior to agreed deadlines or the expiration of agreed grace periods do not affect the specified payment due date or deadline; moreover, it shall entitle us to refuse services.
3. In the absence of other agreements, the following terms of payment shall apply: we settle invoices either within 14 days, in which case we deduct 3 % cash discount, or within 30 days without deduction. If the Contractor's payment terms are more favourable, these shall apply.
4. Payment and cash discount periods begin to run upon receipt of the invoice, but not before receipt of the goods or in case of services or technical goods / machines not before their inspection, testing and approval. Furthermore, if documentation or similar data form part of the scope of the contractual service, said period shall not begin before they have been submitted to us in their entirety.
5. Payments will be made by cheque or bank transfer. A payment shall be deemed timely if the cheque was sent and postmarked, or the bank transfer was made, on or before the due date.
6. We shall be entitled to exercise set-off and retention rights to the extent permitted by law.
7. Interest on due invoices cannot be demanded. The interest rate on overdue invoices is 5 percentage points above the base interest rate. In any case, we shall be entitled to prove lower damages than that demanded by the Contractor.

IV. Delivery periods

1. Agreed delivery dates and periods are binding. Impending delay in delivery shall be reported to us in writing immediately.
2. In case of delay in delivery we shall be entitled to the claim rights provided by law, except when otherwise stipulated. In particular, we reserve the right to claim damages in lieu of delivery of goods or services in the event that a grace period expires without provision of good / services. Our claim on the delivery of the contracted goods / services shall remain in force until the Contractor has paid the damages.

V. Reservation of title

1. Regarding the Contractor's rights to reservation of title, their terms and conditions shall apply with the provision that ownership of the goods will pass to us upon payment and, accordingly, the extended forms of the so-called current account and corporate group reservation shall not apply.
2. By virtue of the reservation of title, the Contractor can only reclaim the goods if he has rescinded the contract.

VI. Performance of contract, Passing of risk

1. In the case of transactions related to mechanical engineering and the installation engineering, the scope of delivery shall include the technical documents, including the manufacturing drawings and the lists of parts, concerning the specific contractually agreed obligations. In case of raw materials, the scope of delivery shall include a certificate of analysis (CoA) that states all important and specific chemical and physical properties for each specific delivery. Such a CoA must be handed to us upon delivery of the goods or sent to us by e-mail the next day.
2. In the case of deliveries which are calculated according to weight, weighing is required. For billing purposes, the weight (weighbridge ticket), as determined by the calibrated scales prescribed by us, shall be applied.
3. Each delivery must be accompanied by a delivery note. In the case of deliveries which are calculated according to weight, the weighbridge ticket note must be attached. Unloading of the goods may only begin after providing us with an electronically printed weighbridge ticket. We reserve the right to perform random weight checks on our weighbridge. In the event that the weight documented by the supplier deviates from our measurement, we reserve the right to apply the weight as indicated on the ticket documented by our weighbridge.

In the event that the electronically printed weight note is missing, or the weight note is handwritten, the weight shall be determined at our weighbridge. The Contractor must have the receipt of consignments confirmed in writing at the named point of destination. The same applies to waiting time / excess unloading time, provided that this is caused by us.

4. If any items that are necessary to carry out the contractual service are stored on our premises, this may only be done at storage sites permitted by us. The Contractor shall bear full responsibility and risk for these items until the risk has been transferred to us.
5. The Contractor shall bear the risk of accidental destruction and of accidental deterioration of the goods, even in the case of "ex works" deliveries, until the delivery has been accepted at the place of destination.
6. Our approval is required for partial deliveries, which must always be marked as such.
7. Excess or short deliveries shall only be permitted within the scope customary in the trade.
8. As a general rule, reusable/returnable packaging should be used. In case this is not possible, packaging should be able to be used for material or thermal recycling. Justifications for exceptions to this must be documented. Packaging shall be borne by the Contractor unless there is a written agreement to the contrary. In the exceptional case that we agree to bear the costs of packaging, they should be kept to an absolute minimum. The Contractor's obligation to take back packaging is determined in accordance with the current packaging ordinance and prevailing regulations.
9. All documents including delivery note must clearly state our purchase order number, date of purchase / release order, date of delivery, place of unloading, product and grade as well as our product code. Delivery notes with and/or without handwritten comments must be countersigned by our employee at the place of unloading. In the case of a missing countersignature, the Contractor cannot prove delivery and we are thus entitled to refuse payment.
10. The following regulations, and instructions in the appendix, form an integral part of our current General Terms and Conditions of Purchase, whenever applicable to the scope of delivery / service:

- Machine ordering (Annex no. 1)
- Regulations for third parties (Annex no. 2)
- Online-training and Data Protection Guidelines for third Parties
- Information for Suppliers and Shipping Companies

The contractor is contractually obligated to deliver good and/or services in accordance with the regulations stated in the respective appendix.

VII. Declarations on originating status

In case the Contractor submits declarations regarding the proof of origin for the goods sold, the following shall apply:

1. The Contractor obligated to enable customs authorities to examine the proofs of origin, as well as to provide any information deemed necessary and to submit any certificates required.
2. In the event that the competent authority does not recognise the declared origin of goods due to an incorrect certificate or improper traceability, the Contractor is obligated to pay us compensation for any loss incurred. The Contractor will, however, only be held liable if he is guilty of culpable behaviour or failed to provide the guaranteed quality of goods.

VIII. Liability for defects, statute of limitations

1. The Contractor is obligated to procure goods that are free from material defects and defects in title. They must, in particular, guarantee that their deliveries and services conform to the recognized rules of good engineering practice, and to the contractually specifications and standards agreed with us. Furthermore, the contractor must guarantee adherence to safety, labour protection, accident prevention, and other regulations.
2. Upon arrival, the goods will be examined as to their quality and completeness, to the extent reasonable and technically possible for us. Reports of defects shall be considered timely – pursuant to Section 377 of the German Commercial Code (HGB) – if they are received by the Contractor, in the form of a letter, fax, e-mail or telephone call, within 14 working days. The prescribed period for reporting defects begins at the time we – or our customer, in the case of direct shipment (so called drop shipment) – discover or should have discovered the defect.
3. If there is a material defect in the goods, we shall be entitled to the legal rights at our discretion. We reserve the right to claim reimbursement from the Contractor for expenses incurred, which we have to bear in relation to our customer, if the defect existed prior to the transfer of risk.
4. Our claims for defects are subject to the statutes of limitation. The Contractor's liability for defects, however, ends in any case ten years after delivery of the goods. This limitation does not apply if our claims are based on facts which were known to the Contractor, or of which he cannot claim to have been unaware and failed to disclose.
5. Upon acceptance of an order, the Contractor assigns to us – on account of performance – all claims he has against his supplier by virtue of and in connection with the delivery of defective goods, or goods not in specification with the warranted quality. The Contractor will hand over to us all documents necessary for our enforcement of such claims.

IX. Tools, models, drawings and other data

1. Tools, models, drawings and other data made available by us, or manufactured for us, may be used exclusively for the execution of our orders. They may not be made available to third parties without our approval and shall be properly stored until revocation, however, no longer than two years after the last use and shall be handed out to us afterwards.
2. The manufacture as well as the processing and modification of such tools, models, drawings and other data which the Contractor makes on our behalf, shall result in our gaining of ownership as manufacturers.

X. Occupational Safety and Health

The Contractor is obligated to observe the generally accepted rules of engineering, the currently valid and relevant statutory and regulatory provisions, as well as Purmetall's operational rules and regulations.

In particular, the Contractor must strictly adhere to the following rules and regulations:

- Those provided by the employer's liability insurance coverage (Berufsgenossenschaft), the 'Principles of Prevention' as detailed in Regulation 1 of the German Social Accident Insurance (DGUV), as well as the generally accepted regulations that relate to occupational health and safety;
- the Labour Protection Law;
- the Industrial Health and Safety Ordinance;
- the Hazardous Substances Ordinance;
- the technical guidelines for handling hazardous materials;
- the measures required for providing emergency medical care and accident prevention.

This includes, the documentation of the risk assessments associated with the required tasks, as well as the work materials and hazardous materials that will be used.

With regard to occupational health and safety, Purmetall operates in accordance with the measures provided in Regulation 1 of the German Social Accident Insurance (DGUV). Upon acceptance of an order, all Contractors and Suppliers are obligated to adhere to these operational regulations.

In the event that Purmetall awards a contract for:

1. planning, building, modifying or renovating facilities, or
2. planning and designing work procedures and processes,

then the Contractor must observe the relevant regulations – as stated in Paragraph 2, Section 1 and 2 of Regulation 1 of the German Social Accident Insurance (DGUV) – that apply to the execution and completion of the contract.

Facilities and processes should be designed in a sustainable manner. Thereby, the entire lifespan of the products should always be taken into consideration.

In the event that Purmetall awards a contract for supplying work tools, equipment or materials, then the Contractor must fulfil the relevant occupational health and safety requirements, as well as environmental protection requirements that apply within the scope of the contract – in particular with regard to accident prevention and emergency medical service. Environmental damage should be prevented.

In the event that Purmetall awards a contract for disposing of materials or substances, then the Contractor is obligated to submit documentation certifying the disposal company's license. All containers shall be tested according to the legal provisions.

XI. Place of fulfilment, place of jurisdiction, applicable law

1. Place of delivery and payment and exclusive place of jurisdiction is Oberhausen (Rhld). We are also entitled to bring suit against the Contractor at their court of jurisdiction.
2. All legal relations between us and the Contractor shall, in addition to these General Terms and Conditions of Purchase, be governed by German law, including the provisions of the United Nations Convention on Contracts for the International of Sale of Goods of 11.04.1980 (CISG).
3. For cross-border deliveries, the sole court of jurisdiction for all disputes arising out of the contractual relationship shall be the corporate seat of our company in the Federal Republic of Germany. We also reserve the right to invoke any other court which is competent by virtue of EuGVÜ or EuGWO.
4. In case of doubt or any inconsistency between the German and English version of these General Terms and Conditions of Purchase, the German version shall be deemed the authoritative version.
5. If a provision of these General Terms and Conditions of Purchase should be or become ineffective and / or inexecutable, in whole or in part, the remainder of the provisions shall remain in effect.

Annexes, which are supplementary to the contract and its content, shall be deemed an integral part of our General Terms and Conditions for Purchase, and must be observed accordingly by the contractor.