



## I. Applicability

Unless otherwise agreed in writing, the legal relationship between the Supplier and the Purchaser shall be governed by the following terms and conditions.

Conflicting terms and conditions of the Supplier shall only apply if they are expressly recognised by the Purchaser in writing. This shall also apply if the Purchaser does not expressly object to the terms and conditions contained in the offer letter or in the order confirmation or to which reference is made. Acceptance of the delivery or service does not imply the Purchaser's agreement with the Supplier's General Terms and Conditions.

In all other respects, the statutory provisions apply.

## II. Order

1 Only orders placed in writing are legally binding. Verbal agreements require written confirmation by the customer.

2. every order must be confirmed in writing by the supplier without delay. If the confirmation is not dispatched within 2 weeks of the order date, the Purchaser shall no longer be bound by the order.

## III. Prices

The agreed prices are fixed prices and apply, unless otherwise agreed in writing, free to the delivery point specified in the order.

## IV. dispatch

1 Unless otherwise agreed in writing, the goods shall be dispatched free to the delivery point specified in the order. The risk of transport, freight and ancillary costs shall be borne by the supplier. In the event of an agreed acceptance, for which the supplier bears the costs, the risk shall only pass upon acceptance.

2. shipping documents in duplicate must be submitted to the customer for each consignment immediately upon dispatch. The despatch notes must contain precise details of the contents, stating the individual weights, items, etc. Dispatch notes, delivery notes, wagon labels and all correspondence must show the order number and delivery centre. In addition, the gross, tare and net weight as well as the prescribed note for the unloading point must be included on the wagon label. The goods must be declared in the consignment notes in accordance with the Harmonised Goods List (NHM).

3. partial deliveries, if permitted by the customer, must be labelled as such in the shipping documents.

4 The supplier or his authorised representative must have the correct receipt of all consignments certified by the place of delivery. Delivery to a place of delivery other than the place of delivery specified by the customer in the order shall not result in a transfer of risk even if this place accepts the delivery.

5. in the case of deliveries that are not carriage paid, all shipping costs up to the station of dispatch, in particular expenses and cartage, shall be borne by the supplier; the shipment must be made at the most favourable freight rate for the purchaser, otherwise the purchaser shall deduct the difference.

6 All costs incurred as a result of non-compliance with these shipping instructions shall be borne by the supplier.

## V. Packaging

Packaging shall only be paid for by the customer if remuneration for this has been expressly agreed in writing.

The packaging may be returned at the Supplier's expense and only if the delivery documents are clearly labelled accordingly; if the packaging material is not labelled, it will be destroyed immediately at the Purchaser's premises and the Supplier's right to return it shall lapse.

We advise our suppliers of packaging material to comply with the applicable regulations for pollutant concentrations, regulated in "§5 Restrictions on the placing on the market" of packaging.

## VI Invoicing and payment

Invoices must be submitted in a single copy, separately - i.e. not with the consignment - and partial invoices must be labelled as

such. Invoices must include the order number, the order date and the account number specified in the order.

Invoices are sent exclusively by e-mail to

shs-bil.rechnungseingang@dillinger.biz

The electronic invoicing form must be completed before the first invoice is sent by e-mail. This form is available on our website.

The invoice shall be settled after receipt of the goods or services rendered and receipt of the verifiable invoice either within 14 days with a 3% discount or at the end of the month following receipt of the goods or services rendered and receipt of the invoice in the means of payment of the Purchaser's choice. In particular, the purchaser reserves the right to make payments in cash, cheques or bills of exchange. If bills of exchange are issued, discount charges shall be reimbursed on the basis of the base interest rate calculated from the date of issue of the bill of exchange.

## VII Group offsetting clause

On the basis of the authorisation granted to Saarlöh AG, Völklingen, Saarschmiede GmbH Freiformschmiede Völklingen, Drahtwerk St. Ingbert GmbH, St. Ingbert, Saar-Bandstahl GmbH, Völklingen, Drahtwerk Luisenthal GmbH, Völklingen, Saar-Blankstahl GmbH, Homburg, Metallurgische Gesellschaft Saar mbH, Völklingen, in which the purchaser or its majority shareholder directly or indirectly holds a majority interest, the purchaser shall be entitled to offset the supplier's claims against claims to which one of these companies is entitled against the supplier, irrespective of the legal grounds.

## VIII. Claims for defects

1. the delivery and service must correspond to the agreed quality upon transfer of risk.

2 The supplier must comply with the applicable statutory, official, trade association and other regulations for all deliveries and services.

3. the purchaser shall notify defects in the delivery and service as soon as they are discovered in the ordinary course of business; in this respect, the supplier waives the defence of delayed notification of defects (§ 377 HGB).

4 The rights of the customer shall be governed by the statutory provisions. Unless the law contains longer provisions, these shall expire two years after handover or delivery. If acceptance has been agreed for the delivery and/or service, the limitation period shall commence upon acceptance. In addition, the following shall apply: If the Supplier fails to fulfil its obligation to remedy the defect despite a reasonable grace period, the Purchaser shall be entitled to remedy the defect itself and demand reimbursement of the necessary expenses, unless the Supplier - without prejudice to Section 275 II, III BGB - refuses to remedy the defect due to disproportionately high costs. Otherwise, § 637 BGB shall apply accordingly.

## IX. Assignment, transfer of contract fulfilment

1. without the express written consent of the Purchaser, which may not be unreasonably withheld, the Supplier may not transfer its rights or obligations under the order in whole or in part to third parties or allow third parties to exercise them.

2. § 354a HGB remains unaffected.

## X. Delivery date

1. the delivery dates agreed with the customer must be strictly adhered to; the receipt of the goods at the delivery point specified in the order shall be decisive for compliance with the delivery date. If the delivery date is not met, the customer shall be entitled to withdraw from the contract after setting a reasonable grace period or, in the event of a culpable breach of duty, to claim damages in lieu of performance. This shall not affect the right to claim damages for delay for which we are responsible.

2. premature delivery shall only affect the payment deadline linked to the scheduled delivery date if this has been expressly agreed.

3. if, in cases of force majeure, strike or lockout, it becomes impossible or significantly more difficult for the customer to fulfil its contractual obligations, the customer may cancel the contract in whole or in part or demand performance at a later date without



the supplier being entitled to any claims against the customer as a result.

**XI Place of fulfilment, place of jurisdiction, application of German law**

1. place of fulfilment for the delivery or service is Cologne.
2. The place of jurisdiction is the court responsible for the customer or, at the customer's discretion, the supplier's general place of jurisdiction.
3. German law shall apply to all legal relationships between the Purchaser and the Supplier.

insolvency proceedings is rejected for lack of assets or if the insolvency court orders security measures after an application for insolvency has been filed, the other contractual partner shall be entitled to withdraw from the contract with regard to the unfulfilled part.

2. these terms and conditions shall remain in full force and effect even if individual parts are legally invalid. The ineffective parts are to be replaced by provisions that come as close as possible to their economic effect.
3. the existing business relationship with the customer may only be advertised with the customer's written consent.

**XII. General information**

1. if insolvency proceedings are opened against the assets of a contractual partner or if an application for the opening of

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|------------------------|---|
| II Shipping conditions | Delivery only to the central goods receiving department<br>Mon.-Thurs. from 7.00 to 14.00, Fri. from 7.00 to 12.00<br>Our order number and the delivery date are printed on all delivery notes.<br>Order item or our material number. |
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**1. shipping instructions**

**unless otherwise specified in the text:**

EXW up to 30 kg Rail freight/postal freight  
DWK Drahtwerk Köln GmbH ready for dispatch from 30 kg  
Telephone (0221) 9672-258, fax (0221) 9672-212  
Our order and part number must be stated!

CPT Rail dispatch: Cologne-Deutz station, self-collection:  
Freight forwarding insertion free point of use

**2. shipping instructions**

Unless expressly stipulated otherwise:  
DWK Drahtwerk Köln GmbH, D-51063 Cologne (Mülheim) for  
general cargo shipments Station: Cologne-Mülheim  
for wagon consignments to the plant for express  
shipments Cologne-Mülheim, Schanzenstraße 40  
Cologne-Mülheim (wire works)  
Station: Cologne-Mülheim - connection for lorry consignments  
Cologne-Mülheim, Schanzenstraße 40

**3. dispatch note**

For each consignment, a dispatch note must be sent by separate  
post on the day of dispatch and Invoice to be sent to us.  
The dispatch note and invoice must bear the order number.