Stolzer Partner
der Zukunft.

General Terms and Conditions of Purchase of Schwermetall Halbzeugwerk GmbH & Co. KG (last updated: September 23rd 2025)

Section 1 General provisions – scope

1. Our Terms and Conditions of Purchase shall apply exclusively; we do not acknowledge conflicting terms and conditions of the Supplier or those that deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall apply without reservation, even if we are aware of conflicting terms and conditions of the Supplier or those that deviate from our Terms and Conditions of Purchase when we accept the Supplier's delivery. By executing the order, the Supplier acknowledges the exclusive validity of our Terms and Conditions of Purchase.
2. All agreements that are made between us and the Supplier for the purpose of the execution of the present contract must be laid down in writing in the present contract.
3. Our Terms and Conditions of Purchase shall only apply for companies within the meaning of Section 310(1) German Civil Code (BGB).
4. Our Terms and Conditions of Purchase shall also apply to all future business with the Supplier.

Section 2 Quotation – quotation documents

1. The Supplier is obligated to accept our purchase order within a period of three working days.
2. We reserve proprietary rights and copyrights to illustrations, drawings, calculations and other documents; they must not be made accessible to third parties without our express written consent. They must be used exclusively for manufacturing on the basis of our purchase order; after the purchase order has been processed, Supplier is requested to return them to us. They must be kept secret from third parties.

Section 3 Pricing – terms of payment

1. The price indicated in the purchase order shall be binding. In the absence of a written agreement to the contrary, the price shall include delivery "DAP Stolberg acc. Incoterms 2020", including packaging. The Supplier must take back packaging at our request.

2. We can only process invoices if they – in accordance with the specifications in our purchase order – provide the purchase order number indicated there; the Supplier shall be responsible for all the consequences of failing to comply with this obligation.

3. Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from the receipt of the goods and of the invoice, with a 3% early payment discount, or within 30 days net.

4. We shall be entitled to rights of set-off and rights of retention to the statutory extent.

Section 4 Delivery period

1. The delivery period mentioned in the purchase order shall be binding.

2. The Supplier is obligated to inform us immediately in writing if circumstances occur or come to its knowledge that indicate that the agreed delivery period cannot be observed.

3. In the event of a late delivery, we shall be entitled to demand lump-sum default damages in the amount of 0.5% of the net delivery value per completed week, but no more than 5%; we reserve the right to assert further statutory claims. The Supplier shall have the right to provide us with evidence that no, or only minor, damage has been incurred as a result of the delay.

4. If the delivery is earlier than agreed, we reserve the right to send it back at the Supplier's expense. If the goods are not returned in the event of an early delivery, we shall store the goods at the risk and expense of the Supplier until the delivery date.

Section 5 Transfer of risk – documents

1. The delivery must take place free domicile, unless otherwise agreed in writing.

2. The Supplier is obligated to quote our purchase order number accurately on all shipping documents and delivery notes; if it fails to do so, processing delays shall be inevitable, and we shall not take responsibility for these.

3. The goods must be secured against damage with appropriate packaging and proper transport.

4. We shall take out transport insurance ourselves. We shall not pay the costs of freight forwarding insurance; we are an SLVS waiver customer.

Section 6 Examination of defects – warranty

1. The Supplier guarantees that all the items that it delivers and all the services that it provides correspond to the state of the art and comply with the relevant legal requirements and the regulations and guidelines of authorities, employers' liability insurance associations and trade associations.

2. We shall only check incoming goods for externally visible damages and externally visible deviations in identity and quantity. We shall report such defects within two weeks. We reserve the right to carry out a more detailed incoming goods inspection. We shall report defects that only become apparent later within two weeks of finding them. We shall be deemed to have reported defects on time if we do so within the periods specified in the second and fourth sentences of this clause.

3. We shall be entitled to the statutory warranty claims in full; irrespective of this, we shall be entitled to demand that the Supplier rectify the defects or deliver replacement goods, at our discretion. In this case, the Supplier is obligated to bear all the expenses that are necessary for the purpose of the rectification of the defects or for the delivery of replacement goods. We expressly reserve the right to compensation, in particular to compensation on the grounds of non-fulfilment.

4. In urgent cases for which the Supplier is responsible or if the Supplier defaults, we shall be entitled to rectify the defects ourselves at the Supplier's expense.

5. The warranty period shall be 36 months, calculated from the transfer of risk, unless the law provides for a longer period.

6. The Supplier shall ensure that all the services are provided with due diligence and to the standard of quality that we can reasonably expect, taking all the circumstances into consideration, by staff with the appropriate training and qualifications.

Section 7 Product liability – indemnification – liability insurance cover

1. If the Supplier is responsible for damage to a product, it is obligated to indemnify us against third-party claims for compensation when first requested to do so, to the extent that the cause can be found within its sphere of control and organisation and it is itself liable with respect to third parties.

2. In this context, the Supplier is also obligated to reimburse any expenditure that arises from or in connection with a recall campaign conducted by us. We shall, to the extent that this is possible and reasonable, inform the Supplier of the content and scope of the recall actions that are to be carried out and give it the opportunity to make a statement.

3. The Supplier shall take out a reasonable level of insurance against all the risks arising from the product liability, including the recall risk, and shall send us a copy of the insurance policy on request.

Section 8 Property rights – protection of the environment

1. The Supplier shall be responsible for ensuring that no rights of third parties, especially industrial property rights, are infringed in connection with its delivery, and we shall be entitled to make use of the delivery and to resell it without any restrictions.

2. If a third party makes a claim against us for such a reason, the Supplier is obligated to indemnify us against these claims when first requested to do so; we shall not be entitled to make agreements with the third party, in particular to agree on a settlement, without the Supplier's consent.

3. The indemnification obligation relates to all expenditure that we necessarily incur through or in connection with the third-party claim.

4. Products that are furnished with our trademark must not be delivered to third parties.

5. The Supplier shall be responsible for ensuring that all the items that it delivers have, during their production, their subsequent use and, if necessary, their disposal, as little environmental impact as possible given the current state of development.

6. The limitation period for this claims shall be ten years, calculated from the conclusion of the respective contract.

Section 9 Retention of title – provided parts – tools – confidentiality

1 If we provide parts for the Supplier, we shall retain the ownership to these. Processing or remodelling by the Supplier shall be done for us. If our reserved goods are processed with other items that do not belong to us, we shall acquire joint ownership of the new item in accordance with the ratio of the value of our item to the other processed items at the time at which they are processed.

2 If the item provided by us is inseparably mixed with other items that do not belong to us, we shall acquire joint ownership of the new item in accordance with the ratio of the value of the reserved goods to the other mixed items at the time at which they are mixed. If the mixing takes place in such a way that the Supplier's item must be regarded as the primary item, it is agreed that the Supplier shall transfer joint ownership to us on a pro rata basis; the Supplier shall keep the solely or jointly owned property safe for us.

3. We shall retain the ownership of tools; the Supplier is obligated to use the tools and provided items exclusively for the production of the goods ordered by us. The Supplier is obligated to insure the tools and items belonging to us against fire and water damage and theft at the replacement value at its own expense. It is obligated to carry out any necessary maintenance and inspection work in good time at its own expense. It must report any failures to us immediately; if it culpably fails to do so, this shall not affect claims for compensation.

4. The Supplier is obligated to keep all the illustrations, drawings, calculations and other documents and information that it receives strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall continue to apply even after the present contract has been processed; it shall lapse if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become general knowledge.

Section 10 Assignment of claims

Claims against us, of any kind whatsoever, cannot be assigned without our written consent.

Section 11 Force majeure

1. Force majeure, such as labour disputes, unrest, official measures and other unavoidable events shall release the Parties from their contractual obligations for the period of the disruption and to the extent of their effect. The Parties are obligated to provide one another with the necessary information immediately, within reason, and to adjust their obligations to the altered circumstances in good faith.

2. With regard to the purchase of metals, the Supplier shall not be entitled to invoke force majeure; in this respect, it shall remain bound by its contractual obligations.

Section 12 Compliance

1. The Supplier undertakes to comply with the statutory provisions governing the treatment of employees, environmental protection, energy and occupational safety, and to work on reducing detrimental effects on humans and the environment in its activities. It shall respect the regulations on international human rights, the prohibition on forced and child labour, the elimination of discrimination during recruitment and at work, its responsibility for health, safety and the environment, and the prevention of corruption.

2. The Supplier guarantees compliance with the applicable provisions of employment law as well as, where applicable, the statutory provisions regarding the minimum wage, and shall impose the same obligation on its subcontractors. The Supplier undertakes to release us from liability for the minimum wage if the claim is based on a breach of obligations for which the Supplier or its subcontractors are responsible on the basis of the statutory provisions regarding the minimum wage. This shall also include the associated costs, especially for the legal defence.

Section 13 Termination of contract

Each Party shall be entitled to terminate the Agreement without notice if the terminating Party cannot reasonably be expected, taking the circumstances of the individual case into consideration and weighing up the interests of both Parties, to continue the contractual relationship until the agreed end date or until the expiry of a notice period, or if the other Party is seriously in breach of essential contractual obligations and does not remedy this breach within 7 calendar days of receiving a corresponding written communication.

Section 14 Place of jurisdiction – place of performance – legal system

1. If the Supplier is a merchant, the place of jurisdiction shall be our registered place of business; however, we shall also be entitled to bring legal action against the Supplier at its local court.

2. Unless otherwise stated in the order confirmation, the place of performance shall be our registered place of business.

3. The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The provisions of the uniform sales laws and UNCITRAL sales law shall not apply.