

GENERAL PURCHASE CONDITIONS (AS AT 01/05/2006)**§ 1 Extent of Validity / Protective Clause**

1. Our conditions apply to any individual / legal entity / legal partnership, which exercises its commercial or independent professional activity (entrepreneur) by concluding the contract, and to legal entities of public law and public funds under public law.
2. These conditions apply exclusively to all our – including future – orders (including purchase confirmations). The supplier's deviating or additional conditions are not binding for us, even if they have not been individually contradicted, unless we have recognized them in writing. In this event, they only apply to the relevant individual agreement. Acceptance of goods, services or payments without reservation does not indicate recognition of any of the supplier's deviating conditions. Special agreements made between us and the supplier remain unaffected by this.

§ 2 Conclusion of Contract

1. Incoming offers are free and non-binding for us.
2. Our orders, supplements and amendments to an order must be in writing.
3. We are not bound to an order if we have not received a written order confirmation within 10 days of the order date.
4. Verbal agreements, additional agreements, amendments and supplements to the contract must be confirmed in writing.

§ 3 Delivery Item / Despatch

1. The order and specifications and production documents (illustrations, diagram etc.) are decisive for the content, type and scope of the delivery; the suppliers' obligations to check these for completeness, accuracy and acceptability, to inform us immediately in writing of any discrepancies / errors, and personal responsibility for execution, remain unaffected.
2. Part deliveries may only be made with our express approval.
3. Despatch is at the supplier's cost and risk. This also applies to any returns. The supplier is responsible for adherence to any despatch regulations.
4. The risk transfers to us when the goods are delivered to the place of fulfilment.
5. If the goods are despatched directly to a third party at our instigation, we must be informed of this immediately with a despatch note with all relevant details.
6. Goods must be packaged and despatched properly. Packaging and despatch regulations must be observed. All goods must be accompanied by a delivery note or packing slip. All delivery documents must include the order number and the identification specified in our order. A despatch note must be sent to us at the latest on the day of despatch. Any additional costs we incur because the above conditions have not been met will be borne by the supplier.
7. Delivery goods that contain salvaged material (e.g. scrap iron, non-ferrous metal, matured timber) must be checked carefully by the supplier for explosion material and suspected explosion hollow bodies before delivery. Delivery goods must be free of all components, which are detrimental to smelting, contain flammable and radioactive material, impurities or attendant materials or foreign bodies, and must only exhibit minimal rust or corrosion.
8. When delivering scrap the supplier must sign our applicable "Explosives-Free Certificate and Declaration on Ionising Radiation for Scrap Deliveries", in which, amongst other things, he guarantees that he has examined the scrap and confirms that the scrap contains neither explosive bodies, suspected explosion objects, nor closed hollow bodies.
9. All despatch papers must include the exact type designation, supplier's address, contract number, delivery weight and exact receiving point. If no type is given our grading applies.

§ 4 Delivery Time / Place of Fulfilment

1. The agreed delivery date is binding. Advance deliveries may only be made with our express approval. The timely arrival of deliveries without assembly or installation depends on receipt at the delivery address we specified. For the timely arrival of deliveries with assembly or installation and of services, supply in a condition ready for acceptance is crucial.
2. If the supplier is delayed, we are entitled to claim damages in the amount of 5 % of the order value for each full week by which the order is delayed after the delivery time. It is incumbent upon both parties to produce evidence of any such damages.
3. The place of fulfilment for deliveries or services by the supplier is the despatch address given in the order. If no despatch address is given the place of fulfilment is our corporate headquarters.
4. In the event of a force majeure, we may cancel the contract wholly or in part, or demand execution at a later date. The supplier is not permitted to make any claims against us because of cancellation or deferral, unless the disruption is the result of deliberate or grossly negligent action on our part.

§ 5 Prices

1. The price given in the order is binding and includes delivery and packaging to any place of fulfilment. Return of packaging is by special agreement.
2. The weight and features on receipt are decisive for billing.

§ 6 Invoicing / Payment Conditions

1. Invoices must be in duplicate and include the order number and identification given in our order.
2. We pay within 30 days after receipt of a proper invoice with 3 % discount, unless otherwise agreed. It is permissible to off-set or retain the deduction of cash discount due to faults in the delivery.
3. The supplier may not transfer claims against us; § 354a HGB (Commercial Code) remains unaffected.
4. We are allowed to off-set all the claims against the supplier to which we are entitled.

§ 7 Guarantee

1. The supplier guarantees that the delivery goods and his services are free from defects for a period of 24 months after the transfer of risk.
2. In the event of defects in the delivery goods and the agreed service, we are entitled to assert the legal claims. If the supplier refuses to remedy the defect or is delayed in doing so and there is a risk that we or our customers may incur substantial damages as a result, we are entitled to remedy the defect ourselves, or have this done by a third party, at the supplier's cost.
3. Radioactive or otherwise contaminated scrap is viewed as defective, even if no special condition has been agreed, if limit values of national or local authorities are exceeded. The supplier will release us from third party damage claims and all costs incurred in this context.
4. We will examine the delivery goods within one week of receipt and we will report any defects detected within one week at the latest.
5. If a defect is detected at a later date we will report this within one week. For chain-of-delivery business we will submit the end customer's defect notifications to the supplier immediately.

§ 8 Duty to Warn and Duty of Care

1. If we have informed the supplier of the intended use of the delivery or service, or if the supplier is able to identify this without express notification, the supplier is obligated to inform us immediately if the delivery or service is not suitable to fulfil this intended use.
2. Circumstances that prevent adherence to the agreed delivery dates must be communicated to us immediately in writing to clarify further procedure.
3. The supplier must inform us immediately in writing of any changes to the type of composition of the processed materials, or to the constructive execution, compared to previously effected deliveries or services of the same type. We must approve any changes in writing.
4. The supplier must ensure that the deliveries and services meet the requirements of the regulations on environmental protection, accident prevention, employment safety and technical safety, and all applicable legal provisions in Germany. The supplier must inform us of any special, non-standard handling and disposal requirements for each delivery. The supplier must also inform of us of any changes to the production location.

§ 9 Provision

1. Any objects provided by us remain our property. They may only be used to supply the ordered deliveries and services.
2. The supplier is obligated to perform any maintenance and inspection work at his own cost and to procure sufficient insurance for the objects and provide us with proof of this on request.
3. If the supplier processes or converts any objects provided by us into a new, flexible item, we are the manufacturer. In the event of combining or irreversible mixing with other objects, we acquire co-ownership of the new item in relation to the value of the provided objects at the time of combining or mixing. If combining or mixing is performed in such a way that the supplier regards the object produced as the main item, the supplier transfers co-ownership pro rata to us in relation to the value of the provided objects; the supplier safeguards the co-ownership for us.

§ 10 Confidentiality

1. The supplier is obligated to keep confidential all not generally known commercial and technical information and documents, which came to his attention as a result of the business relationship, and to use these exclusively to fulfil the ordered delivery and service.
2. The supplier may only use our company or our brands when issuing references or publications if we have agreed in writing in advance.

§ 11 Replacement Parts / Readiness to Deliver

1. The supplier is obligated to supply replacement parts for a period of conventional, technical use, but for at least 10 years after the last delivery of the goods, under reasonable conditions.
2. If the supplier stops supplying replacement parts in the period given at point 1., or stops supplying the goods during this period, we must be given an opportunity to make a final order.

§ 12 Retention of Ownership

1. The ownership of the delivery transfers to us on payment.
2. Models, diagrams and other documents, which we have passed to the supplier or which he has produced to our specifications, are or become our property and may only be used to process the order and to execute the ordered delivery and service. They must be returned to us immediately on request after execution or non-materialisation / reversed transaction of the contract.

§ 13 Copyright Protection

1. The supplier vouches that no third party rights have been infringed in Germany in connection with his delivery.
2. If a third party makes a claim against us because of any such infringement, the supplier is obligated to release us from this claim at the first written request. The supplier's obligation to release us applies to all charges, which we incur as the result of, or in connection with, the use of necessary means by a third party.
3. The supplier may only duplicate models, diagrams or other documents supplied by us, or produced by him to our specifications, if this is necessary to process the order / execute the delivery.
4. Objects produced to our specifications may not be offered / supplied to third parties; a requirement to seek permission exists in this regard, which also persists after the business connection has ended. If improvements occur at the supplier because of our production documents, we have a free non-exclusive right of use to own utilisation, also after this improvement and to any protective rights.

§ 14 Product Liability

1. If the supplier is responsible for any product damage he is obligated to release us in this regard from any damages claims by third parties at the first request, if the cause lies in his area of authority and organisation and he is personally liable in the external relationship.
2. In this context, the supplier is also obligated to reimburse any charges in accordance with §§ 683, 670 BGB (Civil Code), which arise from or in connection with a recall operation conducted by us. We will inform the supplier of the content and scope of the recall measures to be performed - if possible and reasonable - and give him an opportunity to comment.
3. The supplier is obligated to take out product liability insurance with a covered sum per event in the amount of at least €1,000,000.00 for personal injury / property damage and €50,000.00 for pecuniary loss. If we incur further claims for damages these are unaffected.
4. The supplier must submit proof of cover for the liability insurance to us on request.

§ 15 Place of Jurisdiction / Applicable Law / Final Provisions

1. Our corporate headquarters are the place of jurisdiction for commercial business and for cases where the supplier has no domestic, general place of jurisdiction, or has set up his place of residence or usual domicile abroad after the contract is concluded, or if neither the supplier's place of residence nor usual domicile are known at the time of the complaint. We are also entitled to complain at the supplier's address.
2. German law is exclusively agreed. The UN Convention on the International Sale of Goods (CISG) does not apply.
3. If individual provisions of this contract are or become ineffective, the effectiveness of the remaining provisions is unaffected by this.