

# General Terms and Conditions of Purchase

of VOL-Stahl GmbH, hereinafter called VOL-Stahl



SPECIAL PROFILES SINCE 2007

**VOL-STAHL**  
GROUP OF COMPANIES

## § 1. General terms and conditions

**§1.1.** These General Terms and Conditions of Purchase (hereinafter referred to as GTCP) shall apply to all, including future, inquiries and orders for raw materials, machines and plants as well as services by VOL-Stahl.

**§1.2.** For all orders placed by VOL Stahl only the following terms and conditions shall apply, unless expressly agreed otherwise. Conditions of the contractor in his general terms and conditions or order confirmation are hereby expressly contradicted. Unconditional acceptance of order confirmations or deliveries does not mean acceptance of such conditions.

**§1.3.** With the first delivery under these terms and conditions of purchase, the supplier recognizes their exclusive validity also for all further orders.

**§1.4.** Orders and contracts are binding if they are made in writing or have been confirmed in writing. Offers can only be accepted within a period of 14 days, unless otherwise agreed.

**§1.5.** For all contracts, VOL-Stahl has the possibility of immediate termination without observing any period of notice to the end of the month. In the event of the ineffectiveness of the above-mentioned, provision shall be governed by law.

**§1.6.** The preparation of offers by the supplier or service provider to VOL-Stahl is free of charge and non-binding for VOL-Stahl, unless otherwise confirmed in writing by VOL-Stahl in advance.

## § 2. Delivery and shipment

**§2.1.** Delivery shall be made in accordance with the order or the following instructions from VOL-Stahl to the agreed dates. The contractor shall notify changes to the dates without delay.

**§2.2.** The contractor has to observe the shipping instructions of VOL-Stahl and of the forwarding agent or carrier. The order and article numbers of the VOL-Stahl company shall be stated in all shipping documents, letters and invoices.

**§2.3.** Partial deliveries are not permitted unless VOL-Stahl has agreed to them in writing or expressly requested them.

**§2.4.** Transport costs including packaging, insurance and all other ancillary costs shall be borne by the contractor, unless expressly agreed otherwise.

**§2.5.** If the supplier uses workers for the execution of the contract who do not come from EU countries, he must provide the relevant proof of legal employment without being asked before the start of the service provision.

**§2.6.** Decisive for the interpretation of commercial clauses are the Incoterms in their currently valid version.

## § 3. Delivery periods, delivery dates

**§3.1.** The delivery periods or dates stated in orders are binding and are to be understood as having been received in perfect condition at the place of performance. For machines, the delivery of equipment and services shall only be deemed to having been fulfilled when the item is in perfect working order and in accordance with its intended use.

**§3.2.** We must be informed immediately of any imminent delays in delivery. At the same time, we must be informed of suitable countermeasures to avert the consequences.

**§3.3.** If the supplier is in default, VOL-Stahl is entitled to demand a contractual penalty of 0.15% of the order value per working day, but no more than 5% of the total order value.

**§3.4.** VOL-Stahl is entitled to refuse acceptance of goods that are not delivered on the delivery date specified in the order and to return them at the expense and risk of the contractor or to store them with third parties.

## § 4. Quality and acceptance

**§4.1.** The contractor warrants that the goods comply with the specifications submitted, relevant standards and the state of the art.

**§4.2.** VOL-Stahl reserves the right to inspect the goods immediately upon receipt for obvious and visible defects and only to accept them afterwards. Furthermore, the goods will be inspected for quality, if necessary, for functionality and/or other hidden defects in a number of random samples determined by VOL-Stahl, to the extent reasonable and technically possible for VOL-Stahl. In the event of a complaint, the contractor can be charged with the costs of the inspection and the replacement delivery. For each type of defect, the period for lodging a complaint is 15 working days from the time of detection. The period for the notification of defects begins at the time when VOL-Stahl, or VOL-Stahl customers, have discovered the defect or should have discovered it. The contractor shall waive the right to claim for defects during the warranty period on the objection of late notification with regard to concealed defects.

**§4.3.** In the event of a defect, VOL-Stahl is entitled to the full statutory warranty claims. In particular, VOL-Stahl is entitled to demand that the supplier, at its discretion, remedies the defect or delivers a replacement. VOL-Stahl may carry out re-work itself or have it carried out by a third party at the expense of the supplier if a deadline set for the supplier for subsequent performance has expired without success or if the setting of a subsequent deadline is dispensable.

**§4.4.** The supplier shall indemnify VOL-Stahl for claims for damages and warranty claims by its customers insofar as these claims are based on defects in the goods/services or culpable breaches of contract by the supplier or his vicarious agents; this shall also apply in particular to consequential damage and financial losses.

**§4.5.** For dimensions, weights and quantities of a delivery, the values determined during the incoming goods inspection are binding.

**§4.6.** The claim to a contractual penalty shall remain valid even if it is not expressly asserted when the delivery is accepted. Further claims shall likewise remain in existence without any special reservation upon acceptance.

**§4.7.** The supplier shall bear the risk of accidental loss and accidental deterioration until the goods are handed over or the service is performed at the place of destination.

## **§ 5. Prices and terms of payment**

**§5.1.** Agreed prices are maximum prices; price reductions in the period between ordering and payment of the invoice will benefit the company VOL-Stahl.

**§5.2.** Invoices must be issued immediately after dispatch of the goods, stating the order and article number. The value added tax is to be shown separately.

**§5.3.** Payments shall be made subject to proper delivery as well as correctness of price and calculation. In the event that a defect covered by warranty is identified, VOL-Stahl is entitled to withhold payment in whole or in part until the warranty obligation has been fulfilled.

**§5.4.** Invoices are payable within 14 days less 3% discount, or within 60 days net cash from the date of invoice, unless VOL-Stahl has agreed in writing to other payment periods. However, the payment period shall not commence before receipt of the goods or before performance by the supplier and acceptance by VOL-Stahl. Insofar as documentation, test certificates (e. g. factory certificates) or similar documents are part of the scope of performance, the payment period shall not commence until they are handed over in accordance with the contract.

**§5.5.** It is up to VOL-Stahl to choose the type of payment.

**§5.6.** Interest on maturity cannot be claimed.

## **§ 6. Set-off and assignment**

**§6.1.** The contractor shall only be entitled to offset undisputed or legally established claims.

**§6.2.** The assignment of claims against VOL-Stahl is only effective with its written consent.

## **§ 7. Warranty**

**§7.1.** A possible simple reservation of title by the contractual partners VOL-Stahl only recognise the rights of the contracting party if the ownership of the goods is transferred to VOL-Stahl upon payment and VOL-Stahl are authorised to resell and forward them in the ordinary course of business. Special forms of the retention of title, in particular forwarded, downstream or extended retention of title, current account retention and group retention of title are not accepted. VOL-Stahl do not recognise any terms and conditions of the business partner to the contrary; they are hereby expressly rejected and do not become part of the contract.

**§7.2.** On the basis of the reservation of title, the contractual partner can only demand the return of the goods if he has previously withdrawn from the contract.

## **§ 8. Guarantee**

**§8.1.** The contractor's warranty obligation is based on the statutory provisions, unless otherwise stated below. The contractor shall provide VOL-Stahl at the first request of all claims of third parties, which are raised due to defects, violation of third-party industrial property rights or product damages of his delivery due to his share of the cause. The contractor guarantees the existence of an appropriate product liability insurance policy.

**§8.2.** The warranty period shall be at least 12 months from delivery at the place of performance. If the statutory warranty period is longer, this shall apply.

**§8.3.** In the event of a defective delivery, the contractor shall, at his discretion, either provide a replacement free of charge to VOL-Stahl, grant a price reduction in accordance with the statutory provisions on reduction, or remedy the defect free of charge. In urgent cases VOL-Stahl is entitled - after consultation with the contractor - to remedy the defects itself or have them remedied by a third party at the contractor's expense or to procure replacement elsewhere. The same shall apply if the contractor is in default with the fulfilment of its warranty obligations. If, in accordance with the statistical test procedure specified in the purchase order, it is determined that the maximum permissible proportion of defects has been exceeded, VOL-Stahl is entitled to make claims for defects in respect of the entire delivery or to inspect the entire delivery at the expense of the contractor after prior consultation with the contractor.

**§8.4.** For replacement deliveries and repair work the contractor is liable to the same extent as for the original delivery item, i. e. also for transport, travel and labour costs, without limitation thereto. The warranty period for replacement deliveries begins at the earliest on the day of the arrival of the replacement delivery.

**§8.5.** In the event of any undiscovered defects in goods and services delivered to VOL-Stahl by the supplier and defects which have not been detected by VOL-Stahl even after random sampling, the supplier shall be liable to the following supplier of VOL-Stahl to the full extent, in particular in the event of complaints by customers of VOL-Stahl and also in the event of recall actions, e. g. for products that are installed in motor or commercial vehicles. The supplier is liable for damages and within the scope of product liability law, in particular for recall actions and their costs, as well as possible further costs and also for legal defence to VOL-Stahl. The supplier shall indemnify VOL-Stahl from all claims for damages by third parties in this respect.

## **§ 9. Information and data**

Drawings, designs, samples, manufacturing specifications, internal company data, tools, equipment etc., which we have provided to the contractor for the purpose of submitting an offer or executing an order, shall remain our property. They may not be used for other purposes, duplicated or made

available to third parties and are to be stored with the care of a prudent businessman.

## **§ 10. Third-party rights**

The contractor assures that the rights of third parties do not conflict with the intended use of the purchased goods, in particular that the property rights of third parties will not get hurt. Should VOL-Stahl nevertheless be held liable for a possible infringement of the rights of third parties, such as copyrights, patent rights and other industrial property rights, the contractor shall indemnify him from this and from any performance in connection therewith.

## **§ 11. Data protection and privacy**

**§11.1.** The contractor declares his revocable consent to the processing of personal data provided in compliance with the statutory provisions for order-related processing at VOL-Stahl, affiliated companies or other fulfilment partners.

**§11.2.** The use of the logo and the word mark of VOL-Stahl as well as any mention of VOL-Stahl or affiliated companies as reference customers of the contractor always requires the prior written consent of VOL-Stahl in each individual case.

**§11.3.** The contractor shall be informed about all operational processes, facilities, plants, documents etc. at VOL-Stahl and its customers, which he receives in connection with his activity for VOL-Stahl to become aware, even after submitting the respective offers or executing the contract to maintain silence towards third parties. The contractor shall not disclose to his vicarious agents or assistants corresponding obligations.

## **§ 12. Severability clause**

Should individual provisions of these GTCP be or become invalid in whole or in part, the remaining conditions shall still take effect.

## **§ 13. Place of performance / Place of jurisdiction / Legal status**

**§13.1** The place of performance for the delivery is the respective shipping point indicated by VOL-Stahl.

**§13.2** German law applies exclusively.

**§13.3** Place of jurisdiction is the headquarters of the company VOL-Stahl, Dresden.

## **§ 14. Deviating agreements**

Agreements that deviate from the contents of these GTCP are only valid if they are acknowledged by VOL-Stahl in writing.