



General Terms and Conditions of Purchase of DWK Drahtwerk Köln GmbH

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(July 2009 version)

I. Applicability

- 1. Unless otherwise agreed in writing, the legal relationship between Supplier and Purchaser shall be governed by the following terms and conditions.
2. Conflicting terms and conditions of the Supplier shall only apply if they have been expressly acknowledged by the Purchaser in writing.
3. Otherwise, the statutory provisions shall apply.

II. Order

- 1. Only orders placed in writing are legally binding. Verbal agreements must be confirmed in writing by the Purchaser.
2. Each order must be confirmed in writing by the Supplier without delay. If the confirmation is not sent 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 include, unless otherwise agreed in writing, free delivery to the delivery point specified in the order.

IV. Shipment

- 1. Unless otherwise agreed in writing, the goods shall be dispatched to the delivery point specified in the order free of charge.
2. Shipping documents in duplicate shall be submitted to the Purchaser for each consignment immediately upon dispatch.
3. Partial deliveries, if permitted by the Purchaser, shall be marked as such in the shipping documents.
4. The Supplier or its representative must have the correct receipt of all consignments certified by the place of delivery.
5. In the case of deliveries which are not carriage paid, all shipping costs up to the point of dispatch, in particular expenses and cartage, shall be borne by the Supplier.
6. All costs incurred as a result of non-compliance with these shipping instructions shall be borne by the Supplier.

V. Packaging

- 1. Packaging shall only be paid for by the Purchaser if payment has been expressly agreed in writing.
2. The packaging may be returned at the Supplier's expense and only if the relevant information is clearly stated on the delivery documents; if there is no such information, the packaging material will be immediately destroyed at the Purchaser's premises and the Supplier's claim for return expires.

VI. Invoicing and payment

- 1. Invoices shall be submitted in one single copy, separately - i.e. not with the consignment - partial invoices shall be marked as such.
2. For invoices received by fax, access is only possible via fax number 0221/9672299, in order to aid and speed up verification processes.
3. Invoices received by e-mail will not be accepted.
4. Payment of the invoice shall be made after receipt of the goods or service 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 service rendered and receipt of the invoice in the means of payment chosen by the Purchaser.

VII. Group offsetting clause

On the basis of the authorisation granted to Saarstahl AG, Völklingen, Saarschmiede GmbH Freiformschmiede Völklingen, Drahtwerk St. Ingbert GmbH, St. Ingbert, Saar-Bandstahl GmbH, Völklingen, Drahtwerk Luisenthal GmbH, Völklingen, Saar-Blankstahl GmbH, Homburg, Saarstahl Export GmbH, Düsseldorf, Metallurgische Gesellschaft Saar mbH, Völklingen, Saarlog - Saarstahl Spedition- und Logistik GmbH, 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, for whatever legal reason, regardless of the legal basis.

VIII. Warranty claims

- 1. The delivery and service must correspond to the agreed quality upon transfer of risk.
2. For all deliveries and services, the Supplier must comply with the applicable statutory, official, trade association and other regulations.
3. The Purchaser shall notify defects in the supplies and services as soon as they are discovered in the ordinary course of business; to this extent the Supplier waives the objection of late notification of defects (§ 377 HGB).
4. The Purchaser's rights shall be governed by the statutory provisions. Unless the law contains a longer provision, these shall expire two years after handover or after delivery.

IX. Assignment, transfer of the execution of the contract

- 1. Without the express written consent of the Purchaser, which may not be unreasonably withheld, the Supplier may neither transfer its rights nor its obligations from the order in whole or in part to third parties nor allow them to exercise them.
2. § 354a HGB remains unaffected.

X. Delivery Date

- 1. The delivery dates agreed with the Purchaser must be adhered to; the receipt of the goods at the place of delivery specified in the order is decisive for adherence to the delivery date.
2. A premature delivery only affects the payment period 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 considerably more difficult for the Purchaser to fulfil its contractual obligations, the Purchaser may cancel the contract in whole or in part or demand performance at a later point in time without the Supplier incurring any claims against the Purchaser.

XI. Place of performance, place of jurisdiction, application of German law

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

XII. General

- 1. If insolvency proceedings are opened against the assets of a contractual partner or if an application for the opening of insolvency proceedings is rejected for lack of assets or if the insolvency court orders security measures after filing an insolvency application, the other contractual partner shall be entitled to withdraw from the contract with regard to the unfulfilled part.
2. In the event of the legal invalidity of individual parts, these conditions shall remain fully effective. The ineffective parts shall be replaced by provisions which are as similar as possible in terms of economic success.
3. The business relationship existing with the Purchaser may only be advertised with its written consent.

II. Shipping conditions
Delivery only to the central goods receiving department
Mon-Thu from 7:00 a.m. to 2:00 p.m., Fri from 7:00 a.m. to 12:00 p.m.
On all delivery notes, specify our order no. and the order item or our material number.

1. Shipping instructions

Unless otherwise specified in the text:
Carriage forward - up to 20 kg rail freight/mail
from 20 kg Readiness for dispatch of DWK Drahtwerk Köln GmbH
Phone (0221) 9672-258, Fax (0221) 9672-212
Please indicate our order and part number!
Free shipping - by rail: Köln-Deutz Station, self collection: by shipping company: free delivery to point of use

3. Dispatch note

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

2. Shipping instructions

Unless expressly stipulated otherwise:
DWK Drahtwerk Köln GmbH, D-51063 Cologne (Mülheim, Germany)
for wagon shipments to the plant Cologne-Mülheim (wire factory) Station: Cologne-Mülheim - Connection

for individually packaged goods shipments Station: Cologne-Mülheim
for express shipments Köln-Mülheim, Schanzenstraße 40
for truck shipments Köln-Mülheim, Schanzenstraße 40