

1. GENERAL

1.1 All offers, originating from SK-Steel GmbH, customer-buyer orders and agreements entered into with SK-Steel GmbH, are subject to the conditions stated below.

These general sales conditions always have priority over those of the customer-buyer.

1.2 In the event of contradictions, the clauses of the individual agreements the buyer has entered into with SK-Steel GmbH shall have priority over the clauses of these general sales conditions.

1.3 Invalidity or unenforceability of one of the clauses of these general sales conditions shall not affect the validity and enforceability of other clauses.

1.4 If these general sales conditions have been drawn up in a language other than German, the German text is always decisive in the event of discrepancies.

2. AGREEMENT and TERMINATION

2.1 In the event of a discrepancy between the buyer's purchase order and SK-Steel GmbH purchase confirmation, only the purchase confirmation shall apply as proof of the content of the agreement.

2.2 SK-Steel GmbH has free choice with regard to the origin and/or manufacture of the goods sold, unless otherwise explicitly agreed upon.

2.3 The goods are sold and supplied taking customary tolerances into account for measurements, amounts and weights, unless explicitly agreed upon otherwise.

Customary tolerances are discrepancies or differences within a scale of 0 up to and including 10%.

2.4 In the event of force majeure, SK-Steel GmbH is authorised to suspend delivery or to terminate the agreement regarding the goods affected by the case of force majeure through a simple written declaration and without judicial intervention, without the buyer having any right to compensation.

Force majeure includes, and is not limited to:

- Operational disturbance or interruption of any kind, regardless of how it originated
- Delayed or late delivery by SK-Steel GmbH's supplier(s) or by third parties
- Transportation difficulties or hindrances of any nature, due to which transportation from or to the place of delivery or destination is being hindered or obstructed
- Import and export limitations of any kind
- Any economic or other sanction preventing or affecting delivery, even if it does not make this delivery absolutely impossible

2.5 In the event of death, liquidation or bankruptcy of the buyer, SK-Steel GmbH is authorised to dissolve its agreement with the buyer through a simple written declaration and without prior judicial intervention, without the buyer having any right to compensation.

2.6 In the event the buyer defaults on any of his contractual obligations, SK-Steel GmbH has the choice to either demand execution of the agreement or, after serving notice by registered letter that has remained without useful response eight days after it has been sent, to dissolve the agreement without prior judicial intervention at the buyer's expense..

Both in the event of forced execution and in the event of dissolution of the agreement, SK-Steel GmbH has a right to compensation for all damage suffered, including fees and expenses of its technical and legal counsels.

In the event of dissolution of the agreement at the buyer's expense, SK-Steel GmbH is automatically entitled to a lump sum of damages equalling 25% of the agreed price, without prejudice to its right to full compensation of costs and damages.

3. DELIVERY and TAKING DELIVERY

3.1 Specified or agreed delivery times are always estimates and subject to unforeseen circumstances, and will be complied with to the extent possible.

3.2 If delivery cannot take place within the agreed delivery time, SK-Steel GmbH is authorised to partial deliveries and partial invoicing.

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3.3 Unless otherwise explicitly agreed upon in writing, the goods are deemed to have been delivered in the warehouses where SK-Steel GmbH stores the goods, at the moment they leave these warehouses.

In this event, the buyer is obliged to take delivery within a fortnight after the contract date.

3.4 If the buyer does not take delivery of the goods by either failing to collect the goods or not accepting them upon delivery, SK-Steel GmbH is authorised to store the goods at the expense and at the sole risk of the buyer and to invoice the buyer, as well as to demand compensation for all the damage suffered, without affecting SK-Steel GmbH's right to dissolve the contract in accordance with Article 2.6.

4. RISK TRANSFER

4.1 Unless otherwise explicitly agreed upon in writing, the risk is transferred when the goods leave the warehouses where SK-Steel GmbH has stored the goods.

4.2 In the event the buyer suffers a delay in taking delivery, the risk is always transferred at the time delivery should have been taken.

5. COMPLAINTS, GUARANTEE and LIABILITY

5.1 The sale of goods that come under the top quality material category:
In the event of sale of top quality material, complaints regarding non-conformity or visible defects must be notified to SK-Steel GmbH in writing, immediately at the time of delivery or when the delivery should have taken place.

In the event of sale of top quality material, complaints regarding hidden non-conformities or hidden defects must be submitted to SK-Steel GmbH by registered letter within eight working days after discovery but no later than within three months after delivery or within three months after the delivery should have taken place. Possible legal action regarding visible or hidden non-conformity and visible or hidden defects must be brought before the court within three months after the complaint has been reported in a timely fashion, under penalty of forfeit of right.

The buyer must keep the faulty goods at SK-Steel GmbH's disposal.

If the buyer has not met the obligations stated above, or if the goods have been processed, treated or are no longer in the possession of the buyer, the buyer is deemed to have waived his claims regarding visible or hidden non-conformity and visible or hidden defects.

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In the event of a justified complaint for visible or hidden non-conformity and visible or hidden defect, SK-Steel GmbH has the choice of either giving a price reduction or replacing the goods sold within a reasonable delay of its choice, without owing additional compensation.

5.2 Sale of goods coming under the lesser quality material category, second choice or lower quality.

In the event of sale of lesser quality material, the goods are sold and accepted in the warehouses where SK-Steel GmbH has stored the goods. Material strictly sold on as it is where it is basis.

The buyer may inspect the goods in advance in the warehouses where SK-Steel GmbH has stored them, without SK-Steel GmbH being obliged to invite the buyer to do so.

After departure from the warehouses the items delivered shall be considered as irrevocably and unconditionally accepted by the buyer, and SK-Steel GmbH can no longer accept complaints regarding hidden or visible non-conformity or hidden or visible defects, as the delivered goods are considered as accepted.

5.3 Quality requirements or quality standards of the goods to be delivered by SK-Steel GmbH must have been explicitly agreed upon.

Minor defects that are common in the industry or technically unavoidable deviations in colour, quality, size or finish cannot be grounds for complaint.

SK-Steel GmbH's guarantee obligation does not go beyond the explicitly stated quality conditions or explicitly agreed quality.

SK-Steel GmbH does not guarantee and is never deemed to have guaranteed or to vouch for the fact that the goods are suitable for the objective for which the buyer wishes to process, convert or use the goods, or have them used, unless the buyer has explicitly stated the use of the goods in writing and this has been explicitly accepted by SK-Steel GmbH, equally in writing.

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5.4 SK-Steel GmbH's liability for all direct costs and damage resulting from a flaw or shortcoming in the execution of the agreement shall in any event be limited to redelivery or to the agreed sales price.

5.5 SK-Steel GmbH can in any event not be held liable for any indirect, special, incidental, punitive damage, consequential damage or product damage including, but not limited to, transportation costs, travel and accommodation expenses, assembly and/or (re)instalment costs, loss of profit, business stagnation, debt recovery costs including solicitor fees, even if SK-Steel GmbH has been informed about the possibility of such forms of damage.

5.6 The buyer holds SK-Steel GmbH harmless against all third party claims regarding compensation of all damage with respect to sold or delivered goods and information provided by SK-Steel GmbH.

5.7 In no case is SK-Steel GmbH bound vis-à-vis the buyer to hold the latter harmless against eviction resulting from acts of third parties. Consequently, in the event of eviction resulting from an act of a third party, SK-Steel GmbH shall not be bound to pay damages.

6. TRANSPORTATION

6.1 If SK-Steel GmbH is responsible for transportation of the sold goods it is free to choose a transport company, the loader and the means of transport. Unless explicitly otherwise agreed upon, the goods to be delivered by SK-Steel GmbH shall be transported from the warehouses where SK-Steel GmbH has stored the goods at the expense and risk of the buyer.

7. PRICE and PAYMENT

7.1 All prices stated by SK-Steel GmbH are net prices excluding VAT. All taxes on goods and services to be delivered shall be at the buyer's expense. All expenses concerning delivery of goods (e.g. transportation) shall be at the buyer's expense. Bank and other expenses resulting from, for example, currency exchange fluctuations or international transfers shall be at the buyer's expense.

7.2 Unless otherwise explicitly agreed upon in writing, deliveries are only made cash down at the moment of delivery or upon presentation of transportation documents, with the price being payable to SK-Steel GmbH's head office. The buyer has no right to deduct any possible claims against SK-Steel GmbH or to suspend payment.

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7.3 In the event of non-payment or late payment, interest of 1,50 % per month shall be charged automatically and without prior notice, to be charged from the expiry date of the invoice, as well as compensation of all resulting costs that are determined as a lump sum of at least 18,00 % of every unpaid invoice with a minimum of Euro 250,00 without affecting the right to full compensation.

7.4 Non-payment of an invoice on the expiry date shall result in the immediate exigibility of all SK-Steel GmbH's unpaid invoices.

7.5 Complaints regarding SK-Steel GmbH's invoices must be motivated and be made by registered letter to SK-Steel GmbH within 10 days after the invoice date.

8. RETENTION OF TITLE

8.1 Notwithstanding the transfer of risk as stated in Article 4, all delivered goods shall remain the exclusive property of SK-Steel GmbH until such time as the buyer will have fulfilled all his obligations.

This includes any buyer obligations resulting from or relating to agreements where SK-Steel GmbH is obliged to deliver, including claims related to damages, interest and expenses.

8.2 As long as the buyer has not met all his contractual obligations, he must store the goods delivered by SK-Steel GmbH and he will be responsible for any possible loss or damage. The buyer undertakes to store the goods supplied by SK-Steel GmbH in their original condition, unprocessed, separated from and not mixed with other goods and clearly identified as SK-Steel GmbH's property as well as to properly insure the goods and keep them insured for their full value against all risks.

The buyer will always inform SK-Steel GmbH if the goods are to be placed in an area rented by him. He will declare the identity and place of residence of the lessor in order to enable SK-Steel GmbH to inform him of its retention of title.

8.3 If the buyer does not meet one of his contractual obligations vis-à-vis SK-Steel GmbH, or if there is justified belief that the buyer will not meet the said obligation, SK-Steel GmbH is authorised to repossess the goods immediately and without prior notice, wherever these goods are.

Any associated costs will be at the expense of the buyer.

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8.4 As long as the buyer has not met all obligations stated in 8.1, he is not authorised to dispose of the goods in question or to pledge them. The retention of title remains in the hands of SK-Steel GmbH, even if the buyer disposes of the goods and they are therefore no longer in his possession.

If the goods delivered by SK-Steel GmbH (even processed or converted), of which SK-Steel GmbH still has retention of title, are sold on or transferred, claims resulting from this sale or transfer will transferred to SK-Steel GmbH by right.

9. DISPUTES

9.1 Disputes between the parties shall be governed by German internal law, excluding the United Nations Treaty regarding international moveable property purchase agreements, drawn up in Vienna on 11 April 1980 (Vienna Sales Convention). In the event of any disputes, the plaintiff has the choice of the Dortmund district courts (Germany) or the court of the place of residence of the defendant.

END.