General Terms and Conditions of Purchase of SSC Sägenstahlcenter GmbH

Version 10/2026. These terms supersede all earlier versions, in particular the version of 01/2016.

These General Terms and Conditions of Purchase are a translation of the German original. The German version prevails unless English has been expressly agreed as the language of the contract (see n° 18 (4)).

1. Scope

(1) These Terms and Conditions of Purchase (the "Terms") apply exclusively to our orders placed with all suppliers. Conflicting or supplementary general terms and conditions of the supplier do not apply to us. This holds even if we do not expressly object to those terms or if we perform our contractual obligations without reservation.

(2) The document of which these Terms form a part contains all contractual provisions. There are no collateral agreements.

(3) These Terms also apply to all future orders placed with the same supplier without our having to refer to them again in each individual case.

(4) Declarations made within the contractual relationship require text form (section 126b of the German Civil Code, BGB); e-mail is sufficient.

2. Orders

(1) The supplier may not assign rights or claims under this contract to third parties without our prior consent; section 354a of the German Commercial Code (HGB) remains unaffected.

(2) The supplier may have the order, or material parts of it, performed by third parties only with our prior consent.

(3) The submission of offers is free of charge and non-binding for us.

3. Deliveries

(1) The delivery dates stated in the order are binding. Unless expressly agreed otherwise, all deliveries shall be made "delivered duty paid" (DDP) SSC Sägenstahlcenter in accordance with Incoterms 2020. The delivery address is:

SSC Sägenstahlcenter GmbH, Troxel 1b, 39288 Burg, Germany

(2) The delivery window stated in the order is authoritative. Where the order does not specify one, deliveries by truck are received Monday to Thursday from 6.00 a.m. to 3.00 p.m. and Friday from 6.00 a.m. to 11.00 a.m. The delivery times currently applicable are published at www.ssc-hagen.com. Any deviating delivery time must be agreed with us in advance.

(3) For every delivery, a dispatch note shall be sent to us on the day of dispatch; transmission by e-mail is sufficient. Dispatch notes, waybills and package addresses shall state the order number, the requisition number, the receiving department and any other details requested in the order. The goods to be delivered must be properly packaged and marked in accordance with our shipping instructions.

(4) The supplier may deliver early only with our prior consent in text form. The supplier shall inform us in text form without undue delay of any known or anticipated delay in performing its delivery obligations, stating:

- the expected duration of the delay,

- the reason for the delay,
- the measures being taken to overcome the delay.

(5) In the event of default in delivery, we are entitled to all statutory remedies. Upon expiry of an additional period of two weeks, we are entitled to withdraw from the contract and to claim damages in lieu of performance.

(6) Excess or short deliveries are permitted only to the extent they are customary in the trade for rolled and coil products and their extent is specified in the order or the order confirmation.

4. Prices

The prices agreed in the order are binding. Unless expressly agreed otherwise, they include packaging, freight, insurance, customs duties and charges. Price adjustments require an agreement in text form.

5. Invoices, payment terms

(1) The supplier shall issue an invoice for each order stating the order number and complying with the statutory provisions applicable from time to time. Invoices that do not state the order number or do not comply with the applicable statutory provisions are deemed not to have been issued.

(2) Invoices shall be transmitted as electronic invoices within the meaning of section 14 of the German VAT Act (UStG) in a structured format complying with standard EN 16931, to the extent the supplier is legally obliged to do so or this has been agreed. We accept electronic invoices at the invoicing address we specify. Duplicate transmission of the same invoice in different formats shall be avoided.

(3) We pay invoices net within thirty days of receipt of a proper invoice. Cash discounts may be agreed separately. The payment period does not begin before the goods and the associated documents, including the inspection certificates, have been received in full.

(4) Payment of an invoice does not constitute a waiver of claims based on defects in the goods delivered and does not preclude a subsequent notice of defects.

(5) We are entitled to rights of set-off and retention and to the defence of non-performance of the contract to the statutory extent. In particular, we are entitled to withhold payments due for as long as we still have claims against the supplier arising from incomplete or defective performance.

(6) We are entitled to set off any claims we have against the supplier against any claims the supplier has against us, irrespective of their legal ground.

(7) The supplier has a right of set-off or retention only in respect of counter-claims that have been confirmed by final court decision or are uncontested.

6. Title

We do not recognise extended or prolonged retention of title. We recognise simple retention of title only to the extent that it permits us to sell, process and mix the goods delivered in the ordinary course of business.

7. Inspection certificates, traceability

(1) With every delivery, the supplier shall provide the agreed certificates, as a minimum an inspection certificate 3.1 in accordance with DIN EN 10204, together with all further documents agreed. If the documents are missing, the delivery is deemed not to have been performed in full.

(2) The marking of the goods must permit unambiguous allocation to the heat and the certificate and must be preserved throughout the entire delivery and processing chain.

8. Warranty

(1) The supplier warrants that the goods delivered conform to the specifications agreed in the order, consist of the agreed material, are free from defects in material, manufacture and design according to the state of the art at the time of the order, are free from defects that eliminate or reduce their fitness for ordinary or contractually agreed use or their value, and comply with all statutory and official requirements. This provision does not establish strict liability of the supplier.

(2) We reserve all rights available under German law in the event of delivery of defective goods. At our option, the supplier shall remedy the defect or deliver goods free from defects.

(3) The statutory provisions on commercial duties of inspection and notification (sections 377 and 381 HGB) apply, subject to the following: our duty of inspection is limited to defects that become apparent during our incoming goods inspection on external examination, including the delivery documents, and during our quality control on a random sample basis, for example transport damage and incorrect or short delivery. Where acceptance has been agreed, there is no duty of inspection. In all other respects, the question is to what extent an inspection is practicable in the ordinary course of business having regard to the circumstances of the individual case. Our duty to give notice of defects discovered later remains unaffected. In all cases our notice of defects is deemed given without undue delay and in good time if it reaches the supplier within ten working days.

(4) The supplier shall bear the costs incurred for the purpose of inspection and rectification, including any removal and installation costs, even where it turns out that no defect in fact existed. Our liability in damages for an unjustified demand for the remedying of a defect remains unaffected; in this respect, however, we are liable only where we knew, or failed through gross negligence to recognise, that no defect existed.

(5) The limitation period for claims based on defects is 36 months from delivery of the goods or, where acceptance has been agreed, from acceptance. Longer statutory periods, in particular under section 438 (1) no. 2 BGB and under sections 445a and 445b BGB, remain unaffected.

9. Quality assurance

The supplier accepts the quality assurance requirements of SSC Sägenstahlcenter GmbH. It maintains a quality management system in accordance with DIN EN ISO 9001 or a comparable system and shall provide evidence of this upon request. It shall notify us in text form, before delivery, of any change to the manufacturing plant, the production process or the material composition.

10. Third-party industrial property rights

(1) The supplier warrants that the deliveries and services to be rendered by it, and our use of the goods delivered, do not infringe any industrial property rights, licence rights or copyrights, protected designations or other intellectual property of third parties.

(2) The supplier shall indemnify us against all claims and costs, including the costs of legal proceedings, arising from such infringement or alleged infringement, and shall compensate us for all damage arising therefrom, unless the supplier is not at fault.

11. Official and statutory requirements

(1) The services and products to be delivered must comply with the official and statutory requirements of the Federal Republic of Germany and the European Union applicable from time to time, in particular Regulation (EC) No 1907/2006 (REACH) and Directive 2011/65/EU (RoHS).

(2) The supplier shall provide us, without being asked, with all information and documents we require in order to comply with our own obligations under product, substance and environmental law. This includes in particular safety data sheets and information on substances of very high concern.

12. Origin, customs duties and trade policy measures

(1) The supplier shall state the non-preferential origin of the goods and, where relevant, the manufacturing plant and the Combined Nomenclature commodity code in the delivery documents and in the invoice. Upon request, it shall provide preference evidence and supplier's declarations in accordance with the provisions applicable from time to time.

(2) The supplier is liable for the accuracy and completeness of the information it provides on origin and tariff classification. If customs authorities levy duties retrospectively because of incorrect or incomplete information provided by the supplier, in particular anti-dumping or countervailing duties, safeguard duties or post-clearance recovery of import duties, the supplier shall indemnify us against those duties, interest, fines and the costs of legal proceedings, unless the supplier is not at fault.

(3) The supplier shall inform us without undue delay if the goods are subject to a trade policy measure of the European Union or if such proceedings are initiated.

13. Carbon border adjustment (CBAM)

To the extent the goods fall within the scope of Regulation (EU) 2023/956 establishing a carbon border adjustment mechanism, the supplier shall provide us, without being asked and in good time, with the information required for us to comply with our reporting, declaration and surrender obligations. This includes in particular the actual embedded emissions per tonne of the goods delivered, the production installation and the country of production, and information on any carbon price already paid in the country of production. The information shall be determined in accordance with the methodology of the Regulation and its implementing provisions as applicable from time to time and shall, upon request, be verified by an accredited verifier. Where late, incorrect or incomplete information causes us additional costs or penalties, the supplier shall compensate us for these, unless the supplier is not at fault.

14. Export control and sanctions

(1) The supplier shall comply with the provisions of foreign trade law, export control law and the sanctions law of the European Union and the United Nations applicable from time to time and, where applicable, of the United States of America.

(2) The supplier warrants that the goods delivered do not originate in the Russian Federation or Belarus and have not been imported, acquired or transferred in breach of sanctions provisions, and that neither the supplier itself nor the upstream suppliers, manufacturers and transport companies it engages are listed on a sanctions list of the European Union. It shall provide evidence of this upon request.

(3) The supplier shall inform us, without being asked, whether the goods are subject to authorisation requirements under Regulation (EU) 2021/821 or under national law, and shall state the relevant control list numbers.

(4) A breach of this clause constitutes a material breach of contract and entitles us to withdraw from the contract. The supplier shall indemnify us against all claims, fines and costs arising from a breach, unless the supplier is not at fault.

15. Responsibility in the supply chain

We expect our suppliers to observe internationally recognised human rights and environmental standards, in particular the core labour standards of the International Labour Organization, and to pay the statutory minimum wage applicable from time to time. The supplier shall cooperate in the fulfilment of due diligence obligations incumbent on us under statutory provisions or under requirements of our customers, and shall provide us upon request with the information required for this purpose.

16. Confidentiality

The supplier shall treat as confidential all information, drawings and documents made available to it within the business relationship and shall use them exclusively to perform the order. This obligation continues for three years after the end of the business relationship. Any reference to us in advertising and publications requires our prior consent in text form.

17. Data protection

We process personal data of the supplier and its staff exclusively within the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act, to the extent necessary for the establishment, performance and settlement of the contractual relationship or where a statutory obligation exists. Details are set out in our privacy notice at www.ssc-hagen.com/datenschutz.

18. Place of performance, applicable law, venue, language

(1) The place of performance for all services is Burg.

(2) This contract is governed by the law of the Federal Republic of Germany, excluding uniform international law, in particular the United Nations Convention on Contracts for the International Sale of Goods. The trade terms used in this contract shall be interpreted in accordance with Incoterms 2020 (ICC International Rules for the Interpretation of Trade Terms) in the version applicable at the time of delivery.

(3) The exclusive venue for all disputes arising from or in connection with this contract is the Amtsgericht Burg and the Landgericht Stendal. Notwithstanding this choice of venue, we may also sue the supplier before any other court having jurisdiction under the applicable law.

(4) These Terms exist in a German and an English version. The German version prevails; the English version serves ease of understanding. This does not apply where English has been expressly agreed with the supplier as the language of the contract; in that case the English version prevails.

19. Final provisions

Should any provision of these Terms be or become invalid, the validity of the remaining provisions shall remain unaffected. The statutory rules shall replace the invalid provision.

SSC Sägenstahlcenter GmbH, Troxel 1b, 39288 Burg, Germany — Burg 10/2026