



General terms and conditions - valid from 1/2014

1. Application of these conditions

(1) The deliveries, services and quotations made by Schrott-Bosch GmbH, 73265 Dettingen are made exclusively on the basis of these terms and conditions. These therefore also apply to all future business relations, even if they are not expressly agreed again. These terms and conditions are deemed to have been accepted at the latest upon receipt of the goods or services. Counter-confirmations of the customer with reference to its terms and conditions of business or purchase are hereby expressly rejected.

(2) Deviations from these terms and conditions are only effective if Schrott-Bosch GmbH confirms this in writing.

2. Quotation and conclusion of contract

(1) Quotations made by Schrott-Bosch GmbH are subject to change and are non-binding. Declarations of acceptance and all orders must be confirmed in writing or by fax to be legally binding. The same applies to supplements, amendments or collateral agreements.

(2) All performance data, such as drawings, illustrations, dimensions, weights or the like are only given approximately and without obligation. Information regarding properties of any kind, samples, and specimens are only indications of the quality of the goods. They are only precisely agreed if this is expressly agreed in writing.

(3) Scrap is secondary raw material. The purity in terms of quality and material is limited to the ability to sort the material according to its appearance and origin, which is done with the care customary in the sector. It is not possible to guarantee the purity of the grade or alloy. Further quality claims are excluded.

3. Prices

(1) The prices quoted by Schrott-Bosch GmbH are net and exclude value added tax. They are based on the freight rates in effect at that time. The emergence and increase of public charges and - in case of carriage paid delivery - an increase in freight costs cause a corresponding increase of the final price. If carriage paid delivery has been agreed, the agreed price will only apply if normal transport is unhindered.

4. Time of delivery and performance

(1) The dates and deadlines quoted by Schrott-Bosch GmbH are non-binding, unless otherwise expressly agreed in writing.

(2) Schrott-Bosch GmbH is not responsible for delays in delivery and performance due to force majeure and due to events that make delivery significantly more difficult or impossible for Schrott-Bosch GmbH - this also includes subsequently occurring material procurement difficulties, operational disruptions, strikes, lockouts, lack of personnel, lack of means of transport, official orders, etc., even if they occur at suppliers of Schrott-Bosch GmbH or its sub-suppliers - even in the case of bindingly agreed deadlines and dates. They entitle Schrott-Bosch GmbH to postpone the delivery or service for the duration of the impediment plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the part that has not yet been fulfilled.

(3) If the impediment lasts longer than three months, the customer is entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. Schrott-Bosch GmbH is entitled to perform partial deliveries and partial services at any time.

5. Transfer of risk

(1) The risk is transferred to the customer as soon as the shipment has been handed over to the person carrying out the transport or has left the company warehouse of Schrott-Bosch GmbH for the purpose of shipment. This also applies if the transport is carried out by the vicarious agents or other persons employed by Schrott-Bosch GmbH in the performance of its obligations. If the shipment becomes impossible through no fault of Schrott-Bosch GmbH, the risk is transferred to the customer on the notification of readiness for shipment.

(2) Means of transport and type of shipment are chosen by Schrott-Bosch GmbH.

6. Weight and quantity determination

The weights and quantities determined at the shipping points are decisive for determining weights and quantities. Acceptance of the containment by the Bundesbahn [German Federal Railway], freight forwarder or carrier is considered to be proof of the defect-free condition of the containment.

7. Warranty

(1) Complaints must be made by the buyer in writing without undue delay, but no later than four days after receipt of the goods at the destination. Defects that could not be discovered within this period even after careful inspection must be reported to Schrott-Bosch GmbH in writing without undue delay after discovery. Goods subject to complaint must not be unloaded without the consent of Schrott-Bosch GmbH, otherwise they are considered to be accepted free of defects. If a deviation in type only becomes apparent during or after unloading, the material has to be stored separately, otherwise the goods are deemed to have been accepted free of defects.

(2) In the event of defective delivery, the buyer is entitled - at the discretion of Schrott-Bosch GmbH - to a replacement delivery or a price reduction. If the replacement delivery is also unsuccessful, the customer can, at its discretion, demand a reduction of the fee or cancellation of the contract.

(3) Warranty claims against Schrott-Bosch GmbH can only be asserted by the direct customer and are not assignable.

8 Retention of title, Transfer of ownership by way of security, and Assignment by way of security

(1) Until the fulfilment of all claims against the customer to which Schrott-Bosch GmbH is entitled now or in the future for any legal reason, Schrott-Bosch GmbH is granted the following securities, which it will release upon request at its discretion, insofar as their value exceeds the claims by more than 20 % on a sustained basis.

(2) The goods remain the property of Schrott-Bosch GmbH. Processing or transformation is always carried out for Schrott-Bosch GmbH as manufacturer, but without any obligation for you.

If the (co-)ownership of Schrott-Bosch GmbH expires due to combination, it is already agreed that the (co-)ownership of Schrott-Bosch GmbH in the uniform object passes to Schrott-Bosch GmbH in proportion to its value (invoice value). The customer keeps the (co-)property of Schrott-Bosch GmbH free of charge. Goods on which Schrott-Bosch GmbH has (co-)ownership are hereinafter referred to as reserved goods.

(3) The customer is obliged to insure the reserved goods sufficiently against basic risks and against theft at its own expense and for the benefit of Schrott-Bosch GmbH.

(4) The customer is entitled to process the reserved goods in the ordinary course of business and to resell them subject to retention of title as long as it is not in arrears. Pledges or transfers of ownership by way of security are not permitted. The customer hereby assigns to Schrott-Bosch GmbH by way of security all claims arising from the resale or any other legal grounds (insurance, tort) with regard to the reserved goods. In the event of a resale, the customer is obliged to provide Schrott-Bosch GmbH with the name and address of customer's purchasers at any time on request. Subject to revocation, Schrott-Bosch GmbH authorises the customer to collect the claims assigned to Schrott-Bosch GmbH for its account in its own name. This authorisation to collect claims can only be revoked if the customer does not properly fulfil its payment obligations.

(5) In the event that third parties seek to seize the reserved goods or the security goods, the customer will point out the ownership of Schrott-Bosch GmbH and inform the latter immediately.

(6) In the event of breach of contract by the customer - in particular default of payment - Schrott-Bosch GmbH is entitled to take possession of the reserved goods and, if applicable, to demand assignment of the customer's claims for return against third parties. The repossession as well as the seizure of the reserved goods by Schrott-Bosch GmbH does not constitute a withdrawal from the contract, unless the law on instalments applies.

(7) In the event of final repossession, Schrott-Bosch GmbH is entitled to make a flat-rate deduction of 25 % when issuing the credit note, without further proof. The right to claim further damages is reserved.

(8) The retention of title in accordance with the above provisions also remains in force if individual claims by Schrott-Bosch GmbH are included in a current invoice.

(9) Payments by means of bills of exchange or cheques are only accepted on account of payment; the agreed retention of title is not affected by this. When payment is by cheque or bill of exchange, the retention of title remains in force until the last bill of exchange has been honoured.

9. Payments

(1) Unless otherwise agreed, the invoices of Schrott-Bosch GmbH are payable immediately upon receipt of the invoice without deduction.

(2) In the event that a term of payment has been agreed, the date of delivery is the reference date for its calculation, as well as for any calculation of interest. Each order is considered as a separate transaction with regard to payment.

(3) Schrott-Bosch GmbH is entitled to offset payments against the customer's older debts first, despite the customer's provisions to the contrary. If costs or interest have already been incurred, Schrott-Bosch GmbH is entitled to offset the payments first against the costs, then against the interest and finally against the main performance.

(4) A payment is only deemed to have been made when Schrott-Bosch GmbH can dispose of the amount. In the case of cheques, payment is only deemed to have been made when the cheque has been unconditionally and finally cashed.

(5) Payments by means of bills of exchange require the express prior consent of Schrott-Bosch GmbH. All bill charges are to be borne by the buyer. Acceptance of bills of exchange does not imply a deferral of the underlying claim.

(6) Cash payments only have a discharging effect with regard to Schrott-Bosch GmbH insofar as they are made to persons who have written authority to collect.

(7) If the customer is in default, Schrott-Bosch GmbH is entitled to charge interest at a rate of 3 % above the discount rate of the LZB [Federal State Central Bank], but at least 10%, plus the statutory value added tax, from the date in question.

(8) If the customer does not meet its payment obligations, in particular does not honour a cheque or stops his payments, a bill of exchange is protested or Schrott-Bosch GmbH becomes aware of other circumstances which call into question the creditworthiness of the customer, Schrott-Bosch GmbH is entitled to make the entire remaining debt payable immediately, even if it has accepted cheques. In this case, Schrott-Bosch GmbH is also entitled to demand appropriate advance payments or the provision of security.

(9) The customer is only entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or acknowledged in writing.

10. Limitation of Liability

Claims for damages arising from impossibility of performance, positive breach of contract, fault in conclusion of a contract, as well as other breaches of contract and tort are excluded both against Schrott-Bosch GmbH and against its vicarious agents or persons employed in the performance of its obligations, except in the case of intentional or grossly negligent trading.

11. Place of jurisdiction and applicable law

(1) The applicable law is the law of the Federal Republic of Germany. The application of the Hague Uniform Law on the International Sale of Goods is excluded.

(2) The place of performance and exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Kirchheim unter Teck. (The corresponding factual place of jurisdiction: Amtsgericht Kirchheim unter Teck)

12. Final Provisions

Should any provision in these terms and conditions or in the context of other agreements be or become invalid, this does not affect the validity of all other provisions or agreements.

Invalid provisions are to be replaced by provisions which come as close as possible to the economically intended purpose of the provision.
