

GENERAL TERMS AND CONDITIONS OF PURCHASE OF SCHIERLE SIYAYA GMBH

Status: 10/2025

I. Scope

1. These General Terms and Conditions of Purchase apply to all – including future – orders of goods, services, and contract work and their execution in relation to companies within the meaning of Section 14 (1) of the German Civil Code (BGB). We do not recognize any conflicting or deviating terms and conditions of the seller unless otherwise expressly agreed in these Terms and Conditions of Purchase or in the contract with the seller. Acceptance of goods without explicit objection shall in no case be construed as acceptance of the seller's terms and conditions.
2. Oral agreements made by our employees shall only be binding upon our confirmation in text form.
3. The preparation of offers is free of charge and non-binding for us.
4. The interpretation of trade clauses shall be governed by the Incoterms in their latest version.

II. Prices

1. The agreed price is a fixed price.
2. For delivery terms "free domicile," "free destination," or other "free / franco" deliveries, the price includes freight and packaging costs. In the case of freight collect shipments, we will only bear the lowest freight costs unless we have specified a particular mode of shipment.

III. Quality / Environment

The seller must establish and maintain a documented quality assurance and environmental management system that is suitable in nature and scope and complies with the latest state of the art. The seller must keep records, in particular of its quality inspections, and make them available to the buyer upon request. The seller hereby agrees to quality and environmental audits to assess the effectiveness of its quality assurance and environmental management systems by the buyer or a representative appointed by the buyer.

IV. Payment

1. Unless otherwise agreed or more favorable conditions are granted by the seller, payment shall be made within 14 days with a 3% discount, within 21 days with a 2% discount, or within 30 days net cash.
2. Payment and discount periods begin upon receipt of the invoice, but not before receipt of the goods, or in the case of services, not before their acceptance, and if documentation, inspection certificates (e.g., mill test certificates), or similar documents form part of the service, not before their proper delivery to us.

3. Payments shall be made by check or bank transfer. Payment is deemed to have been made on time if the check has been sent by mail or the bank transfer has been instructed on the due date.
4. Default interest cannot be demanded. The default interest rate is 5 percentage points above the base interest rate. In any case, we are entitled to prove a lower damage caused by delay than claimed by the seller.
5. We are entitled to rights of set-off and retention to the extent provided by law. In particular, we are entitled to withhold the purchase price if and as long as agreed inspection certificates according to EN 10204 have not been delivered.

V. Delivery, Delivery Periods / Delay in Delivery

1. A delivery note must be handed over immediately upon delivery to the destination for each shipment, showing the date and order number, marks and package numbers, quantity or weight, and a short description of the delivered goods. The quantities, measurements, and weights determined by us upon receipt are binding for the calculation. Construction products must be manufactured according to the Construction Products Regulation, accompanied by a Declaration of Performance, and marked with the CE label.
2. Agreed delivery dates and periods are binding. Imminent delivery delays must be communicated to us immediately in text form. At the same time, appropriate countermeasures must be proposed to avert consequences.
3. Unless otherwise agreed in text form, compliance with the delivery date or period is determined by the receipt of the goods by us.
4. If the seller is in delay, we are entitled—unless otherwise agreed—to charge, without further proof, a flat-rate compensation of 0.2% of the order value per day, but not exceeding 5% of the order value, unless the supplier proves that we suffered lesser damage. The assertion of further damages remains unaffected. In particular, we are entitled, after the fruitless expiration of a reasonable grace period set by us, to claim damages instead of performance. Our claim to delivery lapses only after the seller has compensated us for the damage.
5. The seller may only rely on the absence of necessary documents to be supplied by us if he has not received them even after a reminder in text form.

VI. Retention of Title

1. The seller's retention of title provisions apply with the proviso that ownership of the goods passes to us upon payment and that the extended form of the so-called current account retention of title does not apply.
2. The seller may only demand the return of the goods on the basis of retention of title if he has previously withdrawn from the contract.

VII. Execution of Deliveries and Transfer of Risk

1. The seller bears the risk of accidental loss and accidental deterioration, even in “franco” and “free domicile” deliveries, until the goods are handed over at the destination.

2. Partial deliveries require our consent.
3. Over- or under-deliveries are only permitted within normal commercial limits.
4. Packaging costs shall be borne by the seller unless otherwise expressly agreed in text form. If we assume packaging costs in individual cases, they must be calculated at the most favorable rates.

The seller's take-back obligations are governed by the currently applicable provisions of the German Packaging Act. Deviating from statutory provisions, the return shall, in principle, take place at our business location unless otherwise agreed in text form.

The seller shall bear the costs for return transport and proper recycling or disposal of the packaging unless otherwise expressly agreed in text form.

VIII. Declarations on Origin

1. Upon request, the seller shall provide us with a supplier's declaration for preferential origin and/or a certificate of origin for non-preferential origin of the goods.
2. If the seller issues declarations regarding the preferential or non-preferential origin of the goods sold, the following applies:
 - a) The seller undertakes to allow verification of proofs of origin by customs authorities, to provide the necessary information, and to obtain any required confirmations.
 - b) The seller shall compensate us for any damage resulting from the declared origin not being accepted by the competent authority due to incorrect certification or lack of verification possibilities, unless the seller is not responsible for these consequences.

IX. Liability for Defects and Limitation Period

1. The seller shall deliver goods free from material and legal defects. He guarantees that his deliveries and services comply with the generally accepted rules of technology and the contractually agreed characteristics and standards.
2. Upon receipt, we will inspect the goods for quality and completeness to the extent reasonable and technically feasible. In the absence of specific indications of defects, only an external visual inspection for apparent defects is considered reasonable; internal defects are excluded from this inspection. Notifications of defects are timely if they are received by the seller by letter, fax, email, or telephone within ten days.

The period for the notice of defects begins at the time when we—or, in the case of direct deliveries, our customers—have discovered or should have discovered the defect.

3. If the goods are defective, we are entitled, at our discretion, to the statutory rights. The seller's repair attempt shall be deemed unsuccessful after the first failed attempt. We are entitled to withdraw from the contract even if the breach of duty by the seller is only minor.
4. We may demand reimbursement from the seller for any expenses we have to bear toward our customer due to a defect that already existed at the time the risk passed to us.

5. Our warranty claims are subject to a limitation period of 36 months. The period begins upon timely notification of defects pursuant to paragraph 2 above. The seller's liability for defects expires no later than ten years after delivery of the goods. This limitation does not apply if our claims are based on facts known to the seller or of which he could not have been unaware and which he failed to disclose to us.
6. The seller hereby assigns to us—by way of performance—all claims he has against his upstream suppliers arising from or in connection with the delivery of defective goods or goods lacking guaranteed characteristics. He shall provide us with all documents necessary to assert such claims.

X. Supplementary Terms for Contract Work and Other Services

1. All goods provided by us for processing or treatment remain our property. Processing or treatment shall be carried out on our behalf as manufacturer within the meaning of Section 950 BGB without any obligation on our part.
2. The seller/contractor undertakes to store the goods separately and label them as our property. Upon request, he must provide proof thereof.
3. The seller/contractor undertakes to insure the goods properly and adequately. He is liable under the statutory provisions for any damage, mix-ups, or other impairments to our goods.

XI. Place of Performance, Jurisdiction, Applicable Law, and Data Protection

1. Unless otherwise agreed, the place of performance for the delivery shall be our business location.
2. The place of jurisdiction shall be Neuss, Germany. We may also bring action against the seller at his place of jurisdiction or at the jurisdiction of our branch registered in the commercial register with which the contract was concluded.
3. All legal relations between us and the seller shall be governed by German law, in addition to these conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.
4. Supplier data is stored and processed by us in compliance with the requirements of the GDPR.

XII. Applicable Version

In case of doubt, the German version of these General Terms and Conditions of Purchase shall prevail.