

# GENERAL CONDITIONS OF PURCHASE OF SSW STAHL-SERVICE WESTHOFF GMBH



## 1. SCOPE OF APPLICATION

- 1.1 All contracts we enter into with entrepreneurs ("Unternehmer" in terms of § 310 subs. 1, § 14 BGB – German Civil Code), legal entities under public law and special funds under public law ("öffentlich-rechtliche Sondervermögen") for the supply of goods or the provision of services to us are subject to our General Terms and Conditions of Purchase as amended from time to time ("GTC Purchase").
- 1.2 Our GTC Purchase also apply to future contracts entered into under the current business relationship with our supplier. Our GTC Purchase are at any time available on the Internet for retrieval and download by the supplier at <https://www.ssw-westhoff.de/de/aeb.php>. At the supplier's request, we will also send our GTC Purchase to the supplier free of charge. Foreign suppliers will be provided with our GTC Purchase in the applicable contract language when we send them our purchase order and order confirmation at the latest.
- 1.3 We hereby reject all general terms and conditions of business and/or purchase of the supplier. We shall not be bound by any general terms and conditions of business of the supplier that are contrary or supplementary to, or conflict with or deviate from, our GTC Purchase or by unilateral terms and conditions of the supplier, even if we do not explicitly reject them or if we accept deliveries or services without reservation and even if they are incorporated in the supplier's offer or order confirmation; this shall not apply if we have explicitly accepted the terms and conditions of the supplier in writing from time to time.

## 2. CONTRACT CONCLUSION, WRITTEN FORM ("SCHRIFTFORM")

- 2.1 If the supplier submits an offer to us or if the supplier's order confirmation deviates from our purchase order, the contract shall only be deemed concluded upon receipt ("Zugang") of our written confirmation. The supplier shall make us aware of any apparent errors, mistakes or incompleteness of the purchase order and the related documents before accepting the purchaser order.
- 2.2 If an offer for contract conclusion submitted by us is referred to as "non-binding", "without engagement" or "subject to change", we shall be free to revoke it until we receive ("Zugang") the supplier's declaration of acceptance. We shall be bound to an offer submitted by us for no longer than one week from receipt ("Zugang") of the offer by the supplier if the supplier does not accept the offer within this period either in writing or by dispatching of the goods without reservation.  
<sup>1</sup> A confirmation or other declaration is deemed received ("Zugang" in terms of German law) if and as soon as it has come into the recipient's sphere in the way that the recipient can reasonably be expected to take note of it.
- 2.3 The supplier shall be bound to its offer for 4 weeks from our receipt ("Zugang") of the offer.
- 2.4 The preparation of offers and elaboration of projects by the supplier shall be without obligation on our part and at no expense to us.
- 2.5 We may request changes to the construction and design of the goods to be delivered within reasonable limits. The consequences of change requests including, without limitation, any additional or reduced costs as well as changes in the delivery times shall be reasonably and amicably agreed between the parties.

## 3. PRICES, PAYMENT, SET-OFF, ASSIGNMENT, INTEREST, CONTRACTUAL PENALTIES

- 3.1 The price stated in the purchase order shall be binding. An increase of the price in the time after the purchase order until delivery of the goods is excluded. If the supplier should reduce its prices in the time between the purchase order and the delivery of the goods or offer more favourable conditions, the reduced prices or more favourable conditions shall apply.
- 3.2 The price stated in the purchase order includes packaging, freight, postage, indexation and transport insurance (DDP according to Incoterms 2020) and, in the case of deliveries abroad, also customs clearance and duties unless the parties have agreed otherwise in writing. The prices are inclusive of the statutory value-added tax if the latter is not stated separately.
- 3.3 Our payments shall be made within 14 days from receipt of the invoice and complete delivery of the goods, with a 3 % discount on the net invoice amount or, otherwise, within 60 days from receipt of the invoice and complete delivery of the goods, net.
- 3.4 The periods for payment and discount deduction shall not begin to run before we have received an auditable invoice and the complete delivery of the ordered goods or services. If we accept early delivery, the said periods shall only run from the originally agreed delivery date.
- 3.5 The invoices from the supplier must be auditable, meet the requirements of § 14 UStG (German VAT Act), state our purchase order number and the delivery note number and must correspond to the itemization in the purchase order, stating the designations of the goods, their prices and quantities. The supplier shall also add the appropriate performance records and report sheets.
- 3.6 We shall not pay interest from the due date ("Fälligkeitszinsen"). Default interest ("Verzugszinsen") shall be limited to 3 percentage points above the respective current base interest rate unless the supplier submits proof of higher interest incurred by it.
- 3.7 We shall not be deemed in default ("Verzug") without a written reminder. If we are in default, the supplier shall only be entitled to claim reimbursement of the cost of extra-judicial legal action and/or collection if and to the extent that such cost is necessary and actually incurred.
- 3.8 Our payments shall be deemed in time if our bank has timely received an appropriate money transfer order, with our account showing sufficient cover.
- 3.9 The exchange rate shall be based on the EURO reference rate of the European Central Bank valid on the due date unless otherwise agreed between the parties.

- 3.10 We shall be entitled to set-off and retention as provided for by law. The same shall apply to the raising of defences ("Einreden"). The supplier shall only be entitled to set-off or retention for counterclaims that are undisputed or have become res judicata or are ready for decision because the underlying facts of the case have been sufficiently cleared up ("entscheidungsreif") unless the counterclaim to be set off or giving rise to the supplier's right of retention reciprocally depends on our own claim (see § 320 BGB – German Civil Code).
- 3.11 The supplier shall not be entitled without our prior written consent which must not be unreasonably withheld to assign its claims against us to third parties or have them collected by third parties.
- 3.12 We do not accept, or make any undertaking to pay, contractual penalties.

## 4. DELIVERY TIMES, FIXED DELIVERY DATES, DELAY IN DELIVERY ("VERZUG"), SUBCONTRACTORS, REPLACEMENT PARTS

- 4.1 The delivery time stated in the purchase order is binding. The procurement risk lies with the supplier. We especially do not accept any reservation of timely supply by the supplier's own sub-suppliers. The delivery time runs from contract conclusion. We are entitled to refuse acceptance of any early delivery before and until the agreed due date.
- 4.2 The date of receipt of the goods by us shall be decisive for the supplier's compliance with the agreed delivery date or period. This shall also apply with respect to all shipping documents, operating instructions and manuals, technical documents and other certificates required for the proper performance by the supplier.
- 4.3 The supplier is obliged to notify us in writing without undue delay ("unverzüglich") if circumstances occur or become foreseeable which suggest that the agreed delivery time cannot be complied with.
- 4.4 In the case of a delay in delivery, we shall be entitled to the statutory claims. We shall in particular be entitled to claim damages in lieu of performance ("Schadenersatz statt der Leistung") and/or withdraw from the contract after the fruitless expiry of a reasonable grace period granted by us. If we claim damages, the supplier shall be entitled to prove that the delay in delivery was not the customer's responsibility ("nicht zu vertreten haben").
- 4.5 If we accept late delivery, this shall not be deemed to constitute a waiver of our rights and claims for the delay in delivery.
- 4.6 The supplier shall have the work and services performed by its own duly qualified personnel. The supplier is not entitled without our prior written consent which may not be unreasonably withheld to have its performance obligations fulfilled by third parties (e.g. subcontractors) or to render partial performance only.
- 4.7 The supplier is obliged to supply us during a period of ten years from delivery with replacement parts at market prices which must not exceed the supplier's current replacement part prices valid at the time; this supply obligation shall in particular also apply if the business relationship with us has already been terminated.
- 4.8 In the case of a delay in delivery, we shall be entitled to claim contractual penalty amounting to 0.5 %, and up to a maximum of 5%, of the purchase order value of the goods delivered late for every commenced week of the delay in delivery. We may also declare the reservation of our right to claim contractual penalty after we have accepted the goods and until our final payment. Any further rights to which we may be entitled shall remain unaffected. The contractual penalty shall be set off against the damages payable by the supplier on account of the delay ("Verzugsschaden").

## 5. PACKAGING, DISPATCH, RISK WITH RESPECT TO PAYMENT AND PERFORMANCE ("PREIS-/LEISTUNGSGEFAHR")

- 5.1 The packaging shall be such that forklift transport, loading by crane and stacking and piling up (in the case of pallets from 500 kg and coils from 6 t) are possible and the packaging shall be provided by the supplier free of charge and, at our request, shall also be eligible for return free of charge. Returned pallets and containers shall be accepted by the supplier free of charge, in the case of follow-up deliveries by way of exchange.
- 5.2 The supplier shall at our request provide us with certificates for the packaging material used.
- 5.3 Delivery of the goods shall be "DDP" (Incoterms 2020). The goods shall be delivered and shipped at the supplier's risk. The risk of accidental loss or perishing or accidental deterioration of the goods shall pass to us upon hand-over of the goods at the place determined by us. Delivery or hand-over at a place other than the destination designated by us shall not trigger any passing of risk even if the goods are accepted at that place. The supplier shall bear the additional costs incurred by us as a result of the delivery to a place other than the agreed destination.
- 5.4 The supplier shall take out adequate transport insurance at its expense and shall provide us with appropriate proof thereof upon request.
- 5.5 The consignments must be accompanied by packing slips and delivery notes stating the date (date of issue and date of dispatch), the goods delivered (item number and quantity) and our purchase order information (date and number). In the case of sea shipment, the shipping documents and invoices must also state the names of the shipping company and the ship. The supplier shall choose for us the cheapest and most suitable mode of transport. All notices of dispatch, delivery notes, packing slips, waybills, invoices, outer packaging etc. must bear the complete purchase order information and the specifications regarding the place of unloading required by us.

As amended in November 2023

### SSW Stahl-Service Westhoff GmbH

Zum Sauerland 15 · 59469 Ense  
Telefon +49 2938 98756-0 · Telefax +49 2938 98756-501  
ssw@ssw-westhoff.de · www.ssw-westhoff.de  
UStID-Nummer DE 246 949 240

### Volksbank Sauerland eG

BLZ 460 628 17  
Konto-Nummer 304 304 900  
BIC GENODEM1SMA  
IBAN DE65 4606 2817 0304 3049 00

### Commerzbank AG

BLZ 466 400 18  
Konto-Nummer 400 198 800  
BIC COBADE33  
IBAN DE56 4664 0018 0400 1988 00

### Geschäftsführer

Tobias Westhoff  
Amtsgericht Arnsberg  
HRB 4628

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- 5.6 The supplier shall generally pack, label, mark and ship hazardous products in accordance with the applicable national/international regulations and requirements. In addition to the designation of the hazard class, the accompanying documents must also contain all other information required under the applicable transport regulations.
- 5.7 All consignments which cannot be accepted due to non-compliance with the provisions of sections V.1 to V.6 shall be stored at the supplier's expense and risk. We shall be entitled to ascertain the contents and condition of such consignments.
- 5.8 If inspection and formal approval of the goods ("Abnahme") has been agreed, the time of approval shall be the time when the risk passes to us.
- 6. QUALITY, NON-COMPLIANT GOODS, REACH**
- 6.1 The supplier warrants that the delivered goods do not show any defects that affect their value and fitness for use, that they have the agreed quality and are fit and suitable for the use intended under the contract, that they meet state-of-the-art requirements and comply with the latest regulations and requirements prescribed by the authorities as well as with the "Geräte- und Produktsicherheitsgesetz" (German Equipment and Product Safety Act) and with the applicable safety technology requirements and the applicable regulations on labour protection and accident prevention. The goods must be protected from external influences, especially from corrosion.
- 6.2 The supplier warrants that all delivered substances, preparations and substances contained in products are in conformity with the Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 (REACH) as amended from time to time and with the German Ordinance based on Directive 2011/65/EU (RoHS) for the restriction of the use of certain hazardous substances in electrical and electronic equipment ("ElektroStoffV") as amended from time to time.
- 6.3 The supplier further warrants that the delivered goods are free from ionizing radiation exceeding the natural inherent radiation of the material. If the delivered goods show ionizing radiation, we shall be entitled to separate, secure, specially store or dispose of the goods at the supplier's expense without granting a grace period.
- 6.4 In order to ensure the quality of the goods delivered, the supplier shall carry out quality inspection suitable in type and scope. Our initial sample approval shall not release the supplier from the outgoing goods inspection or justify a restriction of this inspection, nor shall any specifications in the technical delivery requirements or other performance specifications justify a restriction of the inspection. The supplier agrees that we, or a person authorized by us, shall be entitled to conduct audits to assess the effectiveness of the supplier's quality assurance system.
- 6.5 Our obligation to inspect the goods shall be limited to defects which become apparent in an external examination of the goods and the shipping documents during the incoming goods inspection and in the sampling procedure in the context of our quality control (e.g. damage during transport, wrong and short delivery). If an inspection and formal approval of the goods ("Abnahme") was agreed, there shall be no obligation for us to inspect the goods. In all other cases, the decisive point shall be whether an inspection must be deemed reasonable and feasible in the ordinary course of business, taking into account the circumstances of the individual case in question.
- 6.6 Our notice of defect shall be deemed in time if it is received by the supplier within a period of five business days (except Saturdays). The period for giving notice of obvious defects shall run from the acceptance of the complete consignment at the destination, the period for giving notice of other than obvious defects shall run from the time when the defect is detected by us or – in the case of dropshipping ("Streckengeschäft") – by our customer. If the destination of the goods is the premises of a subcontractor such as a contracted processor, the period for giving notice of obvious defects shall run from the arrival of the goods at our premises. Notice of defect can be given in writing or text form ("Textform" according to § 126b BGB – German Civil Code), by email or orally.
- 6.7 We are entitled to the statutory rights and claims for defects without restriction. If the supplier fails to comply with its obligation to cure the defect ("Nacherfüllung") – in our discretion either by defect rectification ("Nachbesserung") or by substitute delivery of a non-defective item ("Ersatzlieferung") unless the supplier demonstrates that the option chosen by us would cause unreasonable costs and that we would not incur considerable disadvantages with the alternative kind of cure – within a reasonable period granted by us, we shall be entitled to rectify the defect ourselves and claim from the supplier reimbursement of the expenses required for the rectification; this shall be without prejudice to any other rights to which we may be entitled. Cure of the defect shall also comprise the cost of disassembly and reassembly. Defect rectification by the supplier shall be deemed to have definitely failed after the first unsuccessful rectification attempt already. We shall also be entitled to withdraw from the contract if the supplier's breach of duty is only insignificant.
- 6.8 Notwithstanding § 442 subs. 1 sentence 2 BGB (German Civil Code), we shall be entitled to assert claims for defects without restriction even if we failed to recognize the defect upon contract conclusion due to gross negligence on our part.
- 6.9 The limitation period for warranty claims shall be 36 months from the passing of risk unless the mandatory provisions in § 478, § 479 BGB (German Civil Code) apply or a longer limitation period is granted by the supplier or provided for by law.
- 6.10 After the defect has been remedied, the warranty period for the repaired or substituted products shall run from the beginning.
- 6.11 The supplier already now assigns to us on account of performance ("erfüllungshalber") all claims to which the supplier is entitled against its sub-supplier from and in connection with the delivery of defective goods or goods which do not show the warranted or guaranteed qualities. We hereby accept the assignment. The supplier shall hand over to us all documents required for the assertion of these claims.
- 6.12 In addition to the claims for defects, we shall be entitled without restriction to any recourse claims within the supply chain (recourse against the supplier according to § 445a, § 445b, § 478 BGB – German Civil Code). We shall in particular be entitled to claim from the supplier exactly the same kind of cure which we are obliged to provide to our own customer from time to time. This shall be without prejudice to our statutory right to choose the kind of cure to be provided by the supplier in our discretion (§ 439 subs. 1 BGB – German Civil Code).
- 7. SUPPLIER LIABILITY**
- 7.1 The supplier shall be liable according to the statutory provisions.
- 7.2 Insofar as the supplier is responsible for damage caused by a product, the supplier shall be liable to indemnify us from third-party claims for damages upon our first written request.
- 7.3 The supplier shall bear the costs and expenses incurred in the case of a product recall that must be carried out due to a defective product delivered by the supplier.
- 7.4 The supplier undertakes to take out and maintain for the duration of this contract, i.e. until the expiration of the respective limitation period for claims for defects, adequate product liability insurance, usually with a flat-rate coverage of at least EUR 10,000,000.00 for each case of personal injury/damage to property per calendar year. The supplier already now assigns to us by way of security all compensation claims under this insurance policy arising in the case of damage caused by the supplier and incurred by us; we hereby accept the assignment. The supplier shall at any time upon our request provide us with written confirmation of the existing insurance cover by the insurer.
- 8. LIABILITY OF SSW**
- 8.1 Claims of the supplier for damages, regardless of the legal basis, as well as claims of the supplier for reimbursement of futile expenses shall be excluded unless the damage was caused by an intentional or grossly negligent breach of duty or by an at least negligent breach of a contractual duty the fulfilment of which is absolutely indispensable for the proper performance of the contract and on the compliance with which the supplier relied and was reasonably allowed to rely and the culpable (intentional or negligent) non-fulfilment of which endangers the achievement of the contract purpose (essential contractual duty – "wesentliche Vertragspflicht"); in the latter case, our liability shall be limited to the amount of the typical damage foreseeable upon contract conclusion.
- 8.2 The limitation of liability under the foregoing sec. VIII.1 shall also apply to the personal liability of our employees, representatives, officers and executive bodies ("Organe") and our vicarious agents and other persons engaged by us in the fulfilment of our obligations ("Erfüllungsgehilfen").
- 8.3 The limitation of liability under the foregoing sections VIII.1 and VIII.2 shall not apply in the case of personal injury, i.e. damage caused by an injury to the life or limb or health of a person or by a violation of a person's freedom, or in the case of liability under the "Produkthaftungsgesetz" (German Product Liability Act) or in exceptional cases where we have given an express warranty/guarantee ("Garantie").
- 9. DECLARATIONS OF ORIGINATING STATUS**
- If the supplier makes declarations regarding the originating status of the delivered goods, the supplier shall be obliged to enable the verification of proofs of origin by the customs authorities, in particular to provide the necessary information and to submit the required confirmations and certificates. Furthermore, the supplier shall be obliged to compensate for any damage caused by the fact that the declared origin is not recognized by the competent authority due to an incorrect certificate or a lack of possibility of verification, unless the supplier is not responsible ("nicht zu vertreten haben") for these consequences.
- 10. LIMITATION PERIOD**
- 10.1 Notwithstanding § 195 BGB (German Civil Code), the regular limitation period for claims of the supplier including, without limitation, claims for damages and reimbursement of futile expenses shall be 24 months unless a shorter limitation period is provided for by law.
- 10.2 The limitation period according to the foregoing sec. X.1 shall not apply in the case of an intentional or grossly negligent breach of duty or breach of a contractual duty committed by us which endangers the achievement of the contract purpose (essential contractual duty – "wesentliche Vertragspflicht") nor shall it apply in the cases specified in sec. VIII.3. In these cases, the statutory limitation periods shall apply.
- 11. INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS (IP RIGHTS)**
- 11.1 The supplier warrants that the delivered goods do not cause an infringement of third-party proprietary rights that have been published in the supplier's home country, by the European Patent Office or in any of the following countries: Federal Republic of Germany, Netherlands, France, Great Britain, Austria, USA.
- 11.2 If claims are asserted against us by a third party for an infringement of proprietary rights caused by the delivered goods, the supplier shall in its discretion and at its sole expense either procure the right to use the goods in question or, in consultation with us, modify the goods such that the proprietary right is no longer infringed, except in cases where we are responsible ("zu vertreten haben") for the infringement of the proprietary right. Any further claims to which we may be entitled by law shall remain unaffected.

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## SSW Stahl-Service Westhoff GmbH

Zum Sauerland 15 · 59469 Ense  
Telefon +49 2938 98756-0 · Telefax +49 2938 98756-501  
ssw@ssw-westhoff.de · www.ssw-westhoff.de  
UStID-Nummer DE 246 949 240

## Volksbank Sauerland eG

BLZ 460 628 17  
Konto-Nummer 304 304 900  
BIC GENODEM1SMA  
IBAN DE65 4606 2817 0304 3049 00

## Commerzbank AG

BLZ 466 400 18  
Konto-Nummer 400 198 800  
BIC COBADE33  
IBAN DE56 4664 0018 0400 1988 00

## Geschäftsführer

Tobias Westhoff  
Amtsgericht Arnsberg  
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- 11.3 The supplier shall indemnify us and our customers upon first request from any and all claims arising from the use of the said proprietary rights. The supplier's duty to indemnify shall include all costs and expenses necessarily incurred by us due to, or in connection with, the assertion of claims by a third party.
- 11.4 The supplier undertakes to notify us without undue delay ("unverzüglich") of any risk of an infringement of proprietary rights and of alleged infringements of which the supplier becomes aware and to give us the opportunity to take concerted action against any such claims.
- 11.5 The supplier shall at our request disclose to us any use of registered proprietary rights and applications for proprietary rights in the delivered goods.

## 12. PROVISION OF MATERIAL, TOOLS, RIGHTS OF USE

- 12.1 Any processing, alteration or transformation by the supplier of parts provided by us (goods subject to reservation of title) shall be deemed carried out for us on our behalf. If the goods provided by us subject to reservation of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item according to the proportion of the value of our item (purchase price plus VAT) to the value of the other processed goods at the time of processing. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item according to the proportion of the value of the goods provided subject to reservation of title (purchase price plus VAT) to the value of the other mixed items at the time of mixing. If the items are mixed in such a way that the item of the supplier must be considered as the main item, it shall be deemed agreed that the supplier shall transfer pro-rata co-ownership to us. The supplier shall keep the items we hold in sole ownership or co-ownership in custody for us.
- 12.2 We reserve all rights, including proprietary rights and copyrights, to illustrations, drawings, calculations, moulds, models, tools and other documents. The supplier shall not make them available to third parties, copy, reproduce or distribute them without our explicit written consent. They must not be used for any purposes other than the manufacture according to our purchase order. The supplier shall return them to us without being requested to do so, after the execution of the purchase order has been completed or if we do not place the purchase order at all. The supplier is obliged to take out at its sole expense customary replacement cost insurance ("Neuwertversicherung") to insure the tools, moulds and models belonging to us against damage by fire, water and theft. The supplier hereby assigns to us all claims to compensation under the said insurance; we hereby accept the assignment. The supplier is obliged to carry out, at its expense and in due time, all maintenance work and servicing of our tools that may be required as well as all required repair work. The supplier shall not modify or remove any marking or labelling demonstrating our ownership of the tools but shall maintain such marking at its sole expense. The supplier shall immediately notify us of any occurring interference in writing.
- 12.3 Moulds, models, tools, films, drawings etc. produced by the supplier for executing the purchase order shall become our property upon payment, even if they remain in the supplier's possession. The supplier shall mark them as our property.
- 12.4 The supplier shall hand over to us without raising or reserving any objections all illustrations, drawings, calculations, moulds, models, tools and other documents belonging to us at any time upon our request but no later than with the final delivery.
- 12.5 During the period of use, we shall have a non-exclusive, transferable right to use the products delivered by the supplier free of charge. Patent rights and other immaterial property rights remain the supplier's property.

## 13. CONFIDENTIALITY

- 13.1 "Confidential information" within the meaning of the following non-disclosure obligation shall include all information (including data, records, documents, drawings, samples, technical components and know how), which is/was made available to the executive bodies/officers ("Organe"), employees, advisers and consultants of the supplier or other third parties working for the supplier in the framework of this contract and the related contract negotiations, including, without limitation, information about our company, our customers, our production processes, our price calculations etc. and which are marked "confidential" or which by their nature require confidentiality, regardless of whether and which carrier media are used for the embodiment of the confidential information; the non-disclosure obligation shall in particular also apply to orally disclosed information.
- 13.2 The supplier is obliged to maintain strict secrecy of the confidential information and not to disclose or pass it on or make it available to third parties without our written consent. The supplier shall take appropriate measures to protect confidential information, which shall at least correspond to the measures which the supplier takes to protect particularly sensitive information about the supplier's own company.
- 13.3 The supplier shall not use confidential information disclosed by us for any purposes other than the performance of the relevant contract.
- 13.4 In particular, the supplier shall not be entitled to copy, reverse engineer, open or disassemble any samples or other pertinent information or material received from us.
- 13.5 The non-disclosure obligations under sections 13.1 and 13.2 shall not apply to information for which the supplier can prove that
- in the individual case in question, we have given our prior written consent to its disclosure or use by the supplier;
  - it was publicly known before the conclusion of this non-disclosure agreement;

- the supplier had received it from a third party before the conclusion of this non-disclosure agreement or has received it from a third party thereafter without breaching this non-disclosure obligation, provided in each case that the third party has lawfully obtained possession of the confidential information and, by its disclosure, does not breach any binding confidentiality obligation imposed on the third party; or
  - the supplier is obliged by law or by any applicable stock exchange regulations or by an enforceable order issued by a competent court or authority to disclose the confidential information.
- 13.6 This non-disclosure obligation shall take effect upon conclusion of this contract and shall expire five years after the termination of the business relationship.

## 13. RESERVATION OF TITLE, RIGHT OF ACCESS

We accept a simple reservation of title ("einfacher Eigentumsvorbehalt") by the supplier. We do not accept any prolonged or extended reservation of title ("verlängerter/erweiterter Eigentumsvorbehalt"), especially any reservation of title to secure claims which any of the supplier's group affiliates may have against us ("Konzernvorbehalt"). We do not grant the supplier any right of access.

## 15. PLACE OF JURISDICTION, PLACE OF PERFORMANCE ("ERFÜLLUNGORT"), CHOICE OF LAW, REFERENCES, USE OF DATA

- 15.1 For both parties, the place of exclusive jurisdiction for all disputes arising from commercial transactions with merchants to whom the regulations of the German commercial code apply without restriction ("Vollkaufleute") and with legal entities under public law shall be Arnberg (§ 38 ZPO – German Code of Civil Procedure). Matters over which the German local courts (Amtsgerichte) have exclusive jurisdiction shall be decided by the Amtsgericht Arnberg. We may however also sue the supplier at the place of general jurisdiction applicable to it ("allgemeiner Gerichtsstand").
- 15.2 Unless otherwise stated in the purchase order, the place of performance ("Erfüllungsort") shall be our corporate domicile in Ense.
- 15.3 The relationship between the parties shall be governed by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG, "Vienna Sales Law") is excluded.
- 15.4 Any reference by the supplier to the business relationship with us, especially for advertising purposes towards third parties, requires our written consent.
- 15.5 In default of our prior written consent, the supplier may only use our data within the limits of the law. We, too, are obliged to collect and process the data collected for the purpose of contract conclusion and contract performance in strict compliance with the statutory regulations. For more detailed information, we refer to our privacy policy which is available on our website for download by the supplier at <https://www.ssw-westhoff.de/de/datenschutz/>.

## 16. SEVERABILITY

If any individual provisions of these GTC Purchase or the supply contract or parts thereof should be or become invalid, the validity of the remaining provisions or remaining parts of these provisions shall remain unaffected thereby. The invalid provision shall be replaced by a valid provision which corresponds as closely as possible to the purpose of the invalid one.

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### SSW Stahl-Service Westhoff GmbH

Zum Sauerland 15 · 59469 Ense  
Telefon +49 2938 98756-0 · Telefax +49 2938 98756-501  
ssw@ssw-westhoff.de · www.ssw-westhoff.de  
UStID-Nummer DE 246 949 240

### Volksbank Sauerland eG

BLZ 460 628 17  
Konto-Nummer 304 304 900  
BIC GENODEM1SMA  
IBAN DE65 4606 2817 0304 3049 00

### Commerzbank AG

BLZ 466 400 18  
Konto-Nummer 400 198 800  
BIC COBADE33  
IBAN DE56 4664 0018 0400 1988 00

### Geschäftsführer

Tobias Westhoff  
Amtsgericht Arnberg  
HRB 4628