

§1 Scope / Binding Effect of the General Terms and Conditions

1. These General Terms and Conditions (“GTC”) shall apply to all deliveries, services, and offers provided by IMT I Metall Trading GmbH (hereinafter “IMT” or “we/us”).
2. Any terms and conditions of the customer that conflict with or deviate from these GTC shall not be recognized unless IMT has expressly agreed to their validity in writing. This also applies where the customer refers to its own general terms or purchasing conditions; such reference is hereby expressly rejected. These GTC shall apply even if IMT performs delivery unconditionally while aware of conflicting or deviating terms of the customer.
3. These GTC shall also apply to all future transactions with the same customer in their then-current version, even absent explicit renewed agreement.
4. IMT shall be entitled to assign any claims arising out of the business relationship.
5. Any contractual prohibition of assignment by the customer is hereby expressly rejected.

§2 Offers and Conclusion of Contract

1. All offers issued by IMT are non-binding unless expressly designated as binding.
2. A contract shall only become legally effective upon written or electronic confirmation issued by IMT. The same formal requirement applies to amendments, supplements, or collateral agreements.
3. Should IMT, after accepting an order, obtain information giving rise to justified doubts regarding the customer’s solvency, IMT shall be entitled to demand advance payment or adequate security prior to delivery, or—after expiry of a reasonable grace period—withdraw from the contract while reserving all rights, including claims for damages. Evidence of significant deterioration in financial circumstances may include a reduction of the customer’s credit limit by our trade credit insurer, or information received from a bank, credit agency, business partner, or similar source. If delivery has already taken place, all outstanding invoice amounts shall become immediately due, irrespective of agreed payment terms, concurrently against return of securities where applicable.
4. Performance data such as dimensions, weights, illustrations, or similar shall only be binding if expressly designated as such.
5. Scrap metal constitutes a secondary raw material. Purity with respect to quality and alloy composition is limited to what is achievable through sorting based on appearance and origin, in accordance with customary commercial practices. Guarantees concerning grade or alloy purity cannot be provided. Any further quality-related claims are excluded.

§3 Inspection and Notification of Defects; Warranty Claims

1. The customer must notify IMT in writing of any obvious defects without delay, at the latest within one week of arrival of the goods at the destination. Defects that cannot be identified within this period despite proper inspection must be notified to IMT in writing immediately upon discovery. Failure to comply with these obligations results in the application of § 377 of the German Commercial Code (HGB).
2. Goods subject to complaint must be made available to IMT without delay for inspection. If the complaint is unfounded, the customer shall reimburse IMT for all costs incurred in connection with the inspection.

§4 Shipment

1. Unless otherwise agreed, the mode of transport and the method of shipment shall be determined by IMT.
2. All shipping documents (e.g., consignment notes, delivery notes, Annex 7) must state the exact material designation, the name and address of the primary supplier and, where applicable, subcontractors, the delivery weight, and the precise place of receipt.

§5 Delivery Deadlines and Transfer of Risk

1. Agreed delivery dates are binding. Compliance with the delivery date or delivery period shall be determined by the arrival of the goods at the receiving or usage location designated by IMT.
2. The supplier must inform IMT immediately in writing of any circumstances that may jeopardize compliance with the agreed delivery date.
3. If a delivery date is not met for reasons attributable to the contractual partner, IMT may, after expiration of a reasonable grace period, claim damages instead of and/or in addition to performance, procure replacement goods from third parties, and/or withdraw from the contract. The contractual partner shall be liable for all direct and indirect damages resulting from the delay, provided the delay is attributable to his fault.
4. Events of force majeure and labor disputes release the contractual partner from performance obligations for the duration and extent of their effects. The contractual partner shall promptly provide all information reasonably required and adjust its obligations in good faith to the changed conditions. IMT shall be released from its obligation to accept delivery, in whole or in part, and may withdraw from the contract if—considering commercial factors—the delayed delivery or service is no longer usable.
5. In the event of early delivery, IMT reserves the right to return the goods at the supplier's expense. If no return is made, the goods shall be stored at IMT at the supplier's risk and expense until the agreed delivery date. IMT reserves the right to make payment only on the originally agreed due date.
6. Risk shall pass in accordance with the INCOTERM Clause stipulated in the contract. Unless otherwise agreed, deliveries shall be made "DDP" to the designated place of delivery.

§6 Determination of Weight and Quantity

Unless otherwise agreed, the weight and findings established at the receiving location shall be decisive for invoicing purposes.

§7 Retention of Title

Title to the goods shall remain vested in IMT until all outstanding claims have been paid in full. The customer is revocably authorized to resell the goods; claims arising from such resale are hereby assigned to IMT. Where a current account relationship exists under § 355 HGB, the assignment extends to the acknowledged balance. Processing or transformation of the goods is carried out on behalf of IMT. If the goods are processed, mixed, or combined with items not belonging to IMT, IMT shall acquire co-ownership in proportion to the value of the goods at the time of processing, mixing, or combination. If the customer's item is deemed the principal item, the customer shall transfer proportionate co-ownership to IMT. Exercising retention of title does not require withdrawal from the contract, unless the customer is a consumer.

§8 Performance and Payment

1. Unless otherwise agreed in writing, the contract price includes delivery "free warehouse" and packaging. The place of performance shall be the agreed delivery location.
2. The supplier may choose between invoice and credit note procedures. The invoice procedure requires receipt of a verifiable invoice.
3. Unless otherwise agreed, IMT shall pay for deliveries and services within 21 days from proper performance and receipt of invoice, net (payment date being the date of debit from IMT's account).
4. If the debtor is in default with more than one obligation, all outstanding claims shall become immediately due.

§9 Governing Law and Jurisdiction

1. The contract shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law shall not apply.
2. The place of performance and the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Mönchengladbach, Germany.

§13 Final Provisions

If any provision of these purchasing conditions or related agreements is or becomes invalid, the validity of the remaining provisions shall remain unaffected.