CMM Metal & Alloys
Your end-to-end metals supply chain

Purchase Conditions

Disclaimer:
These General Purchase Conditions have been issued by CMM Metal & Alloys ApS and apply to all supply contracts concluded with our suppliers, unless otherwise agreed in writing. They are an integral part of every contract. Deviating or supplementary terms from the supplier shall only apply if expressly accepted by us in writing. Unless otherwise agreed, the valid INCOTERMS shall apply.

1. General principles and compliance

- CMM Metal & Alloys ApS believes that free and fair competition provides the best allocation of personal, financial, and economic resources.
- We comply with Danish law and follow the principles of the UN Global Compact when operating internationally.
- Human rights: We support the protection of internationally declared human rights and will not contribute to violations.
- Employee rights: We support voluntary unionism, collective bargaining, and the elimination of forced labour, child labour, and discrimination on the basis of gender, age, descent, nationality, social background, political conviction, or sexual orientation.
- Environment: We comply with environmental legislation and apply technologies that promote sustainability. Recycling is at the core of our business model and saves energy and CO_2 for society.
- Anti-corruption: We oppose all forms of corruption, extortion, and bribery. All partners are screened regularly, and new suppliers are controlled before contracts are signed, using EU sanction lists.

2. Orders and contract conclusion

- Orders and declarations are only binding if submitted or confirmed by us in writing, by fax, or by e-mail.

3. Prices and payment

- Prices are fixed unless otherwise agreed. They include all remuneration for services and are free delivered to the warehouse or plant specified by us.
- In case of premature deliveries, we may postpone payment until the agreed delivery date.
- If no other terms are agreed, invoices are due 30 days after proper delivery and receipt of invoice.

4. Delivery dates and deadlines

- Delivery dates are binding and generally commence upon conclusion of the contract.
- If delays occur, the supplier must immediately notify us in writing of the reason and expected duration.
- In cases of repeated delay, we may cancel the contract and claim damages without granting further deadlines.
- Deliveries made before the agreed date may be rejected.

5. Shipment and packaging

- Goods must be shipped to the receiving centre specified by us.
- The supplier must send dispatch advice with contract number, quantity, and product description and provide all necessary customs and transport documents. Costs and risks from non-compliance are borne by the supplier.
- Packaging must be taken back or disposed of at the supplier’s cost.
- Over-delivery or shortfall in delivery requires our written approval.
- The decisive weight is the one determined on our calibrated scales.

6. Invoices and payment terms

- Invoices must include order number, receiving centre, article description, quantities, and VAT ID (for EU imports). If tax exemptions apply, they must be stated.
- Invoices may only be issued after contractually compliant delivery.

7. Assignment, set-off and termination

- The supplier may not assign contractual claims without our written consent.
- Offsetting is only allowed with undisputed or legally established claims.
- We may offset our claims against the supplier’s receivables. If goods are returned due to quality reasons, the supplier must reimburse any payments already made.
- We may terminate the contract without notice if insolvency proceedings are initiated against the supplier.

8. Warranty, acceptance of goods and defects

- The supplier guarantees that goods meet contractual specifications and comply with industry standards (BDSV, BIR).
- Goods must be free from explosive materials, hollow bodies, and harmful components for smelting. Supplier is fully liable for damages caused by such inclusions.
- Goods must be free from ionizing radiation beyond natural levels. Loads with radiation above accepted limits may be rejected, returned, or disposed of at the supplier’s expense.
- We may modify goods for quality control purposes (e.g. breaking of chips).

- Complaints must be raised within two working days. If defects are confirmed, the supplier must provide immediate remedy or replacement at their own cost.
- In case of repeated defective deliveries, we reserve the right to terminate contracts without notice.
- Warranty limitation periods begin upon full delivery (or acceptance if agreed) and restart for replaced or repaired goods.

9. Liability

- We are only liable for damages caused by intent or gross negligence by our legal representatives or vicarious agents.
- For breaches of essential contractual duties, liability is limited to typical, foreseeable damages.
- Liability for injury to life, body, or health, as well as under the Product Liability Act, remains unaffected.

10. Overseas transactions

- Overseas transactions are subject to Danish authority approvals.
- Additional costs due to changes in customs, taxes, freight, or energy may be charged to the supplier.

11. Place of performance, jurisdiction and applicable law

- Place of performance for deliveries is the receiving centre designated by us.
- Place of jurisdiction is our registered office; however, we may also bring claims at the supplier's registered office.
- Danish law applies exclusively. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

12. Final provisions

- If individual clauses of these conditions become invalid, the remaining provisions shall remain effective. The invalid clause shall be replaced with a regulation that most closely reflects the commercial purpose of the invalid clause.