

Terms & Conditions – Metal-Direct (EN)

Operator: Qwerty development macada-m srl, VAT **RO37108355**, address: **Șoseaua Berceni 104, District 4, Bucharest, Upetrolam compound**, postal code **041919**, e-mail: **office@metal-direct.ro**, website: www.metal-direct.ro (“Metal-Direct”, “we”).

Scope: these Terms govern use of the website and related features (B2B account, RFQs, and offers).

Audience: strictly **B2B** (professionals/legal entities).

1. Definitions

- **Catalogue:** list of materials, sizes, specifications, and **gross price estimates**.
- **RFQ:** request for quotation submitted by the customer via the site or agreed channels.
- **Offer/Quotation:** our written response stating prices, terms, Incoterms, and commercial conditions, including validity.
- **Contract:** the legal relationship formed upon the customer’s explicit acceptance of the Offer and our confirmation.

2. Commercial model (no instant checkout)

The site displays **estimates**. A firm order exists **only** after a written **Offer** has been issued and accepted. We may decline RFQs that are inconsistent with the B2B scope or availability.

3. B2B accounts and verification

Account creation requires company identification data (legal name, VAT, addresses, contacts). We may request supporting documents and suspend accounts suspected of abuse/fraud.

4. Prices, taxes, validity

Catalogue prices are **indicative**; Offer prices are **firm** for the **stated validity** (typically 5–15 days) and may depend on quantities, processing, availability, and metals market conditions. Unless otherwise stated, prices are **exclusive of VAT** and exclude shipping/special packaging.

5. Specifications, tolerances, quality documents

- Published weights are **theoretical** (typical density) and may vary within the **tolerances** of applicable standards (e.g., EN 10365/EN 10034 for sections, EN 10219/EN 10210 for tubes, EN 10025/EN 10130 for plate, EN 10088 for stainless).
- On delivery, where customary or upon request, we provide **EN 10204 – Type 3.1** mill test certificates per lot (heat/batch), ensuring traceability.

- Optional processing (e.g., band/oxy/plasma/laser cutting, chamfering/drilling) is provided only if expressly included in the Offer, with specific tolerances.

6. Delivery, risk transfer, acceptance

Delivery conditions (Incoterms), lead times, packaging, and measurement units (kg/m, kg/pc, m²) are stated in the Offer. Risk transfers per the agreed Incoterms. The customer ensures unloading and performs **quantity/quality acceptance** at receipt; visible damage must be noted on the waybill. **Partial deliveries** may occur with prior notice.

7. Returns and cancellations (B2B)

Cut/customized products or items with customer-requested processing are **non-returnable**. Cancellations after Offer acceptance may incur costs (material, cutting, logistics). Technical nonconformities must be reported within **48 hours** of receipt, with evidence (photos, lot labels, delivery note).

8. Warranties and liability

We warrant conformity to the specifications in the Offer and referenced standards. We are not responsible for design/installation or off-spec use. Our total liability is limited to the **value of the relevant order**; indirect damages (e.g., loss of profit) are excluded.

9. Intellectual property

Website content (texts, tables, images, trademarks) belongs to Metal-Direct or its partners and may not be used without prior written consent.

10. Security and acceptable use

Unauthorized access, security testing without permission, aggressive scraping, and illegal or rights-infringing content are prohibited.

11. Data protection

Personal data are processed in line with our **Privacy Policy** and **GDPR Policy**. Legal bases include contract performance, legal obligation, legitimate interests (security, fraud prevention), and consent (where applicable).

12. Force majeure

Neither party is liable for failure caused by force majeure events under applicable law.

13. Changes

We may update these Terms; the current version and last update date are published on the website.

14. Governing law and jurisdiction

Romanian law. Disputes shall be settled amicably; failing that, by the competent courts of **Bucharest**.

Contact: office@metal-direct.ro