

# 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](mailto:office@metal-direct.ro), website: [www.metal-direct.ro](https://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, m<sup>2</sup>) 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](mailto:office@metal-direct.ro)