



Version 09.2014

1. Applicability

Unless otherwise agreed in writing, our orders are subject to the following terms and conditions. In the event that special terms and conditions are agreed for specific orders or are enclosed with the order, then the General Terms and Conditions shall be subordinate to the aforementioned special terms and conditions and shall be of a supplementary nature. We hereby expressly decline to accept other terms and conditions of the Seller; such terms and conditions - even if specified in the order acceptance - shall only apply in the event that we have expressly accepted them in writing. The same applies if we receive complete or partial deliveries of the ordered goods or make complete or partial payments. Our terms and conditions as stipulated below shall be deemed to have been accepted at the latest when the Seller commences to execute our order.

2. Inquiry

Offers shall correspond to the inquiries and shall be binding in all cases unless the offering party expressly indicates that the offer is non-binding. All offers shall be free of charge. No compensation shall be granted for orders which are not placed.

3. Order

Only orders placed in writing shall be legally binding. Verbal agreements shall be confirmed in writing. Contracts concluded with us as the Purchaser shall always be considered as fixed-date purchases as defined in Art. 376 of the German Commercial Code ("Handelsgesetzbuch").

4. Prices, determining quality and settlement parameters

The agreed prices are fixed prices and apply free delivered unless agreed otherwise. For all deliveries, and in particular also those deliveries according to Incoterms 2010, the weights determined by loaded and unloaded weighing of the means of transportation in our warehouse or, if we deliver the goods directly to our customers without first taking them into our warehouse, the weights determined at our customer's premises shall be binding. In the event that we accept the goods in the supplier's warehouse, final settlement shall be on the basis of the outgoing weight determined in the warehouse by unloaded and loaded weighing after we have collected the goods. As far as the chemical and physical composition of the goods is concerned, the values determined by us or by a surveyor acting on our behalf shall be the binding values for all deliveries with regard to establishing the supplied quality and for the final settlement. In exceptional cases anything different shall only apply in so far as we expressly accept Seller's quality specification or certificate. We shall be entitled to a reasonable period of time within which to prepare the quality assessment. Unclear or inaccurate material designations on consignment notes and delivery notes shall be irrelevant with regard to settlement and we shall not be under any obligation to provide specific corrections.

5. Invoicing and payment

The invoices shall be submitted in triplicate immediately after the delivery has been made or the service has been provided. The invoice shall be sent separately, i.e. not with the delivery. In the case of monthly deliveries or services, the invoice shall be submitted by the latest on the 3rd working day of the following month. Partial invoices shall be identified as such. Unless another agreement is reached, invoices shall be settled towards the end of the month following the month in which we received all the original documents required according to the contract and the complete delivery or service was rendered. At our discretion, the means of payment may also include discountable promissory notes and bills of exchange. In the event of payment in promissory notes or bills of exchange, we shall refund appropriate discount charges on the basis of the discount rate of the European Central Bank, calculated according to the rate on the day when the bills of exchange were delivered. Invoices which are not received on time shall not be paid earlier than until the end of the month following the month when the invoice was received, at unaltered conditions and without any payment of interest. We shall be entitled to offset all the Seller's accounts receivable from us, irrespective of their basis in law. This also applies if a cash payment has been agreed in one case and, in another case, payment in bills of exchange or other services on account of performance. If appropriate, these agreements shall only relate to the balance. In the event that the accounts receivable are due at different dates, our accounts receivable shall fall due at the latest when our liabilities are due and are settled on the value date.

6. Warranty

Seller is aware of the purpose of the contractual material or service and provides a warranty for its suitability to meet the designated purpose. Seller shall provide a warranty that its delivery or service possesses the assured properties, corresponds to the accepted rules of technology and is not flawed in such a way as to negate or reduce its value or suitability for the purpose to which it would normally be put or which was assumed at the time of the order. Furthermore, Seller shall be liable for ensuring that third parties do not possess any rights over the goods. The warranty period shall extend to one year following correct delivery unless a different agreement is reached or the statutory warranty period is longer. The period shall be double in the case of concealed defects. In the event that we accept the goods, the warranty period shall not commence until we give its acceptance declaration. If we complain about defects within the warranty period, our claims shall not lapse until at least six months following the complaint. If a defect arises during the warranty period, we shall be entitled to elect whether to demand to have the purchase contract revoked (reversion), the purchase price reduced accordingly (reduction), the defect rectified by means of repair or a replacement delivery made by Seller. Our statutory rights to assert claims in damages shall remain in effect notwithstanding. In the event that we elect for repair, Seller shall eliminate the defect without delay and shall bear the costs of doing so. If Seller fails to discharge this duty or if the matter is urgent, we shall be entitled to have the necessary measures carried out at Seller's expense; in particular, this includes the procurement of replacement goods from other suppliers (referred to as a covering purchase). The warranty period for the repaired or replaced delivery shall restart from the beginning. We shall be entitled to withdraw from the contract if Seller fails to discharge its duty to rectify defects within a reasonable deadline which we have set. The statutory regulations apply in other respects. Seller shall decline to object on the grounds of delayed complaint (Art. 377 of the German Commercial Code - "Handelsgesetzbuch"). We shall have a period of at least 15 working days following the transfer of risk according to Section 8 of these General Terms and Conditions of Purchase within which to give notification of defects. Seller shall warrant that the supplied material is free from explosives, objects which pose a threat of explosion, enclosed hollow bodies and radioactive substances. To this extent, Seller shall be obliged to conduct a detailed inspection of the goods prior to delivery to us. In the event that contaminated parts are discovered nevertheless, all the costs arising from a delivery contrary to the agreement (radioactive contamination), in particular the costs of inspection, sorting, making safe, storage, additional transport costs, handling, disposal and any fines, shall be borne by Seller. Furthermore, Seller shall



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be liable for any personal injury arising from this. To the extent legally permissible, Seller shall be obliged to take back the contaminated substances.

7. Assignment, transfer of contract execution

Seller shall not be entitled to transfer either the execution of the contract or its contractual claims in whole or in part to third parties without our express written agreement. We shall not withhold agreement to the assignment of claims without good reason, provided we do not have any counterclaims to assert.

8. Delivery date, dispatch and transfer of risk

The delivery dates agreed with us are fixed dates (see Section 3 above) and shall therefore be met in all cases, otherwise we shall be entitled to elect whether to demand subsequent delivery and compensation for damages arising from delayed delivery or compensation for damages due to failure of performance, or indeed to withdraw from the contract. In the event of early dispatch without our prior agreement, the warranty or payment dates associated with the intended delivery date shall remain unaltered. If the fulfillment of our obligations under the contract is rendered impossible or significantly hindered by force majeure, strikes or lock outs, we shall be entitled to suspend the contract in whole or in part or to demand its execution at a later date without thereby giving Seller any grounds to assert any claims against us whatsoever. If prompt delivery has been agreed, then the delivery shall take place within 1 week of the order. Notifications of dispatch shall be submitted to us for each delivery as soon as it is sent. The notifications of delivery shall contain precise information relating to the content and shall list the individual weights, items, etc. Seller shall bear the transport risk; in other respects, the transfer of risk shall take place at the earliest when we accept the goods at the agreed place of delivery. Seller or Seller's agent shall ask for certification from the place of delivery to the effect that all deliveries have been received correctly. In the event that deliveries are made to a location other than the place of delivery designated by us, the risk shall not be transferred from Seller even though the delivery may have been accepted at that location. For deliveries made free place of delivery, the charges for shipping, charges arising in connection with receipt, overheads and other expenses shall be borne by Seller. A delivery note shall be included with all truck deliveries.

9. General

These General Terms and Conditions of Purchase apply accordingly to contracts of a different type, especially to contracts for service and work performance contracts. Should any individual provision or any part of any provision in these General Terms and Conditions of Purchase be or become void, illegal or unenforceable, the validity of the remaining provisions shall in no way be affected. In such a case, the parties are already in agreement that the void, illegal or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the commercial sense and spirit and purpose of the void, illegal or unenforceable agreement and which can reasonably be accepted by both parties to the contract. The use of our order for promotional purposes shall not be allowed. Seller shall observe strict confidentiality regarding the content of our purchase negotiations and contracts, in particular with regard to materials, volumes, terms and conditions of delivery and prices. Seller shall be obliged to pay compensation in damages in the event of a breach of this obligation to maintain confidentiality.

10. Special aspects

Purchase of metals shall be subject to the current edition of the Terms and Conditions of the German Metal Trade ("Bedingungen des Deutschen Metallhandels"), as published by the Association of German Metal Traders ("Verein Deutscher Metallhändler e. V."); it is assumed that Seller is familiar with the content of these terms and conditions. We are willing to inform Seller of the content of these terms and conditions at any time on request.

11. Liability

Claims for compensation in damages asserted against us or our employees - irrespective of the legal basis for the claims - shall be restricted to claims on the grounds of intent and gross negligence.

12. Place of fulfillment, court of jurisdiction, application of German law

The place of fulfillment for the delivery or service is the place of delivery designated by us; the place of payment is Duisburg in the Federal Republic of Germany or the location of the office which placed the order. Notwithstanding our right to institute legal proceedings at any legal venue, the court of jurisdiction is agreed as Duisburg in the Federal Republic of Germany. This also applies to the assertion of claims as part of court proceedings to order the payment of debts (Arts 688 ff. of the German Code of Civil Procedure - "Zivilprozessordnung"). All legal relations between us and Seller shall be governed solely by the law of the Federal Republic of Germany as applicable to legal relations between domestic parties at our legal domicile, to the exclusion of foreign law.