

**Please note: This is a translation of the German version. In cases of doubt the German version takes priority.**

#### **I. Application / Offers**

1. These General Conditions of Sale (Conditions) shall apply to all present and future contracts with commercial Buyers and public legal entities as well as public trusts in regard to deliveries and other services, including contracts relating to the supply and manufacture of non-fungible goods. In addition to these Conditions, the producer's conditions as laid down in his price list shall apply in case of direct sales („Streckengeschäfte“). The Buyer's purchase conditions are not binding for us even if we do not expressly object to them after their receipt.
2. Our offers are subject to alteration. Oral offers, promises, assurances, and guarantees made or given by our sales staff shall not be binding unless confirmed by us in writing, hereby included are quotations by telefax and e-mail transmission.
3. In cases of doubt, any trade terms shall be interpreted according to the latest version of the Incoterms.

#### **II. Prices**

1. Unless otherwise agreed, only the prices and terms included in our price list, valid at the time the contract is concluded, shall apply. Unless otherwise agreed, the prices are quoted ex-works or ex-warehouse plus 19 % VAT.
2. Should taxes, duties or other external costs included in the agreed price change or be added later than four weeks after the conclusion of the contract, we shall be entitled to adjust the prices accordingly.
3. In case of direct sales („Streckengeschäfte“), we shall be entitled to adapt the agreed price if the supplier we assigned with the delivery of the goods decides to raise prices within the time between the conclusion of the contract.

#### **III. Payment and Set-Off**

1. Unless otherwise agreed or stated in our invoices, payment should be made without cash discount immediately after receipt of delivery so that we have the amount at our disposal on the due date. Any payment transfer costs shall be borne by the Buyer. The Buyer may only retain or offset payment if his counterclaims are undisputed or have become legally binding.
2. In the event of Buyer's default in payment, we shall charge interest at a rate of 8 percentage points above the basic interest rate unless higher rates have been agreed. This does not restrict our right regarding any other legal remedies as a result of the Buyer's default.
3. The Buyer will be in default of payment at the latest 10 days after payment has become due regardless of whether we have sent a reminder.
4. Should it become evident after the conclusion of the contract that Buyer's capacity to pay must be doubted or should he be in default with a considerable portion of the amount due, we shall be entitled to make use of the rights on the basis of § 321 BGB (German Civil Code) and to declare due all claims resulting from the same legal relationship.
5. Any agreed cash discount always refers to the invoiced value excluding freight and will only be granted if and in so far the Buyer has completely paid all liabilities due at the time of discount. Unless otherwise agreed, discount periods shall begin with the date of invoice.

#### **IV. Delivery times**

1. We shall only be committed to deliver under the condition that our own suppliers provide us with the required materials and services correctly and on time. This does not apply if incorrect or delayed delivery on behalf of our suppliers is due to reasons for which we are to be held responsible.

2. Any confirmation regarding delivery times shall only be approximate. Delivery times shall commence on the date of our order confirmation provided that any details regarding the order have been clarified and furthermore provided that the Buyer fulfilled all his obligations, e. g. to pay installments, to provide official permits, letters of credit and payment guarantees.

3. The date on which the goods left the factory or warehouse shall be authoritative in deciding if the confirmed delivery date/time has been met. If and in so far the goods fail to be dispatched at the agreed time for reasons for which we are not to be held responsible, the agreed delivery date/time shall be considered as met on the day on which the Buyer is notified that the goods are ready for dispatch.

4. If the delivery is delayed by our default, the Buyer, after having granted an additional period of time of reasonable length, may withdraw from the contract if and in so far as the goods have not been delivered on time. Damage claims for delay and non-performance may be made in accordance with clause XI of these Conditions.

5. The period of delivery will be extended for a reasonable period of time in case of industrial action, particularly strikes and lockouts, Acts of God and other unpredictable obstacles should it be proven that those obstacles are of major importance impairing production and delivery. The same applies if above mentioned circumstances affect our suppliers. If any of the aforementioned events occurs, the Buyer will be informed immediately. The aforesaid applies accordingly for delivery dates. If, as a result, the engagement of the contract becomes unreasonable for one of the contracted parties, such may in so far withdraw from the contract.

#### **V. Retention of Title**

1. All goods delivered to the Buyer shall remain our property (reserved property) until all Buyer's accounts resulting from the business relation with him, in particular any account balances, have been settled. This condition shall apply to any future and conditional claims including accepted notes. Furthermore, it shall apply when the Buyer effects payments on specifically designated claims. Once the Buyer has settled his accounts with us in full, he shall obtain title to those goods which were delivered to him before such payment was effected.

2. With regard to the processing or manufacturing of the reserved property, we shall be deemed to be manufacturer within the meaning of § 950 BGB (German Civil Code) without committing us in any way. The processed or manufactured goods shall be regarded as reserved property as stated in clause V/1 of these Conditions. If the Buyer manufactures, combines or mixes the reserved property with other goods, we shall obtain co-ownership in the new goods in proportion to the invoiced price of the reserved property. If, by such combining or mixing, our ownership expires, the Buyer herewith transfers to us any rights which he will have in the new stock or goods in proportion to the invoiced price of the reserved property, and he will keep them in safe custody free of charge. Our co-ownership rights shall be regarded as reserved property as stated in clause V/1 of these Conditions.

3. The Buyer may resell the reserved property only within the normal course of his business in accordance with his business terms provided that he is not in default of payment and provided furthermore that any rights resulting from such resale will be transferred to us in accordance with clauses V/4 to V/6 of these Conditions. The Buyer shall not be entitled to dispose of the reserved property in any other way.

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4. The Buyer hereby assigns to us any claims resulting from each resale of the reserved property. Those claims shall serve as our security to the same extent as the reserved property itself. If the reserved property is resold by the Buyer together with other goods not purchased from us, any receivables resulting from such resale shall be assigned to us in proportion to the invoiced value of the other goods sold by the Buyer. In the case of resale of those goods in which we have co-ownership rights according to clause V/2 of these Conditions, the assignment shall be restricted to the part which corresponds to our co-ownership rights.

5. The Buyer shall be entitled to collect any receivables resulting from the resale of the reserved property. This right shall expire if withdrawn by us and if the Buyer defaults in payment; dishonours a bill of exchange; or files for bankruptcy. We shall exercise our rights of revocation only if and in so far it becomes evident after the conclusion of the contract that the Buyer's ability to pay the liabilities resulting from this contract or from other contracts cannot be guaranteed. Upon our request, the Buyer shall immediately inform his customers of such assignment and shall forward to us any necessary information and relevant documents.

6. The Buyer shall inform us immediately of any seizure or any other impairment of the reserved property by any third party. He shall bear any costs necessary to suspend such seizure, impairment or return transport of the reserved property if and in so far as such costs are not borne by any third party.

7. In the event of Buyer's default in payment or should he dishonour a draft, we shall be entitled to take back the reserved property, to enter, for this purpose, the Buyer's premises and to sell the retained property at the best possible price by charging the proceeds to the purchase price. The same shall apply should it become evident after the conclusion of the contract that the Buyer's ability to pay the liabilities resulting from this contract or from other contracts must be doubted. If we take back the reserved property, this shall not be regarded as withdrawal from the contract. The statutory regulations of the Insolvenzordnung (German Insolvency Act) shall remain unaffected.

8. Should the total invoiced value of our collateral exceed the amount of the secured receivables including additional claims for interest, costs, etc. by more than 50 %, we shall – upon the Buyer's request – release collateral at our discretion.

### VI. Grades, Sizes and Weight

1. Grades, sizes and classifications of the goods shall be determined in accordance with the agreed standards or, in absence of such agreement, with DIN/EN-standards and material specification sheets respectively, valid at the time of conclusion of the contract or, in absence of these, in accordance with standard practice. Any reference to such standards, similar rules, mill norms, material data sheets, inspection certificates, and similar inspection documents as well as references to grades, sizes, weights or usage of the goods shall not be regarded as warranty of fitness for a special purpose nor as a guarantee. The same shall pertain to declarations of conformity and to any related marks such as CE and GS.

2. If legally allowed and unless otherwise agreed, the weight is determined without weighing in accordance with e. g. DIN/EN standards („theoretical weight“). We are entitled to increase „theoretical weight“ by 2½ % in order to compensate tolerances regarding material thickness and rolling. Any indications given in the delivery notes regarding the number of pieces, bundles etc. are not binding if and in so far as the goods are invoiced by their weight. If, in accordance with trade usage, the goods are not weighed piece by piece, the total weight of the delivery has priority. Any difference to the calculated weight of the single pieces shall be proportionally allocated to them.

### VII. Acceptance Inspection

1. If acceptance inspection of the goods is part of the contract, the goods must be inspected in the mill or in our warehouse immediately after the Buyer has been informed that the goods are ready for dispatch. The Buyer shall bear the personal inspection costs, whereas the technical inspection costs will be charged to him in accordance with our price list.

2. Should, through no fault of ours, an agreed inspection of the goods fail or be delayed or incomplete, we shall be entitled to dispatch the goods without prior inspection or to store them at the Buyer's expense and risk and invoice him accordingly.

### VIII. Dispatch, Passing of Risk, Packing, Partial Delivery

1. We shall be entitled to choose the route and the method of dispatch as well as the forwarder agent and carrier.

2. The Buyer should immediately request delivery of those goods which have been notified to him to be ready for dispatch. Should the Buyer fail to request said delivery, we are, after having sent a reminder, entitled to transport the respective goods at the Buyer's expense and risk or to store them at our discretion and to invoice them to the Buyer immediately.

3. If, for reasons which we are not responsible for, the goods cannot be transported or if it should be substantially difficult to transport the goods via the designated route or to the designated place within the designated time, we reserve the right to deliver the goods via a different route or to a different place. In this case, any additional costs that may occur will be borne by the Buyer. The Buyer will be given a prior opportunity to comment.

4. For all transactions, including carriage-free and carriage-paid transactions, the risk of loss, damage or seizure of the goods shall pass to the Buyer at the time the goods are handed over to the forwarding agent or carrier, and no later than when the goods leave our warehouse or the factory. We shall effect insurance upon the Buyer's request only. All costs related to this insurance shall be borne by the Buyer. Furthermore, the Buyer shall be obliged to discharge the goods and to bear the corresponding costs.

5. The goods will be delivered unpacked and will not be protected against rust. Packed goods will be delivered only if implied so by trade usage. Any package, protection and/or transport devices will be arranged according to our experience and at the Buyer's cost. Such devices will be taken back at our warehouse only. We will not bear any costs for return or disposal of packaging.

6. We shall be entitled to make partial deliveries in reasonable quantities. We may also exceed or reduce the agreed quantities if appropriate. Where quantities are indicated as „ca.“, we may exceed or fall below the agreed quantity by up to 10 %.

### IX. Call-off orders, Continuous Deliveries

1. Where the contract provides continuous deliveries, the Buyer shall divide the quantities and grades of the goods in approximately equal monthly deliveries. Otherwise we shall be entitled to specify them at our discretion.

2. If the individual call-off orders exceed the total quantity contracted, we shall be entitled, albeit not committed, to deliver the surplus quantity and invoice it at the price applicable at the time of the call-off order.

#### X. Warranty Provisions

1. The Buyer shall notify us immediately in writing of any defects of the goods, at the latest 7 days after delivery. Defects which, even upon careful inspection, cannot be discovered within this period must be notified to us in writing immediately after having been discovered, at the latest before the elapse of the agreed contractual or statutory warranty period. In such cases, the Buyer must suspend any processing or manufacturing of the goods.

2. It is incumbent upon the Buyer himself to certify whether the goods are suitable for the intended purpose of use. Any framing, advice or recommendation we may give to the Buyer is made without engagement/is not binding. The Buyer is obliged to consider all information carefully before putting it into practice. Where required, the Buyer should seek expert advice of a third party.

3. If and in so far the Buyer's claim for defects is justified and has been made in due time, we may, at our discretion, either repair the defective goods or deliver non-defective goods ("subsequent performance"). Should subsequent performance fail or be rejected, the Buyer may, upon the expiration of an adequate additional period of time set to us, reduce the purchase price or withdraw from the contract. In cases of a minor defect or if the goods have already been resold, processed or transformed, the Buyer may only be entitled to reduce the purchase price.

4. In individual cases we shall reimburse the Buyer for his expenditures caused by subsequent performance. Reimbursement will be made only up to a reasonable amount, in particular with regard to the purchase price of the goods. In no case reimbursement shall amount to more than 150 % of the purchase price. We will bear any further expenses, e. g. those caused by assembly and dismantling of the defective goods, only in accordance with the specifications in section XI of these Conditions. We shall not bear any costs resulting from the fact that the sold goods have been transported to allocation other than the agreed place of performance, provided that this is not part of the contractual agreement.

5. After the Buyer has conducted the agreed inspection of the goods, the right to claim because of defects shall be excluded provided that the defect could have been discovered during the agreed type of inspection. If the Buyer failed to discover the defect due to his own negligence he may only claim for such defects which we have concealed by deceit or which are subject to guarantee.

6. If the Buyer fails to immediately give us the opportunity to inspect the defect, especially if he fails to immediately make – upon our request – the goods or samples hereof available to us, he will lose all warranty rights.

7. In case of declassified material, we shall not be liable for goods with regard to defects either specified in the contract or those which can reasonably be expected to occur. Goods classified as Ila-Ware ("declassified material") are not subject to any warranty.

8. Our further liability is subject to section XI of these Conditions. Any of the Buyer's rights of recourse according to §§ 478, 479 BGB (German Civil Code) shall remain unaffected.

#### XI. General restriction of liability and limitation period

1. Our liability for breach of contractual or extra-contractual obligations, in particular impossibility, default, precontractual fault ("Verschulden bei Vertragsanbahnung") and torts – including our responsibility for our managerial staff and vicarious agents – shall be restricted to damages caused intentionally or by our negligence and shall in no case exceed reasonable foreseeable losses and damages characteristically for the type of contract in question. Further liability, including liability for defects and possible consequential damages, shall be excluded.

2. The aforesaid restrictions shall not apply to such cases where we breach our fundamental contractual obligations if this breach endangers the contractual purpose; it shall neither pertain to damages to life, body or health caused by reasons for which we are responsible nor to any cases where we have guaranteed certain characteristics of the goods. Furthermore, this clause shall not affect the statutory liability laid down in the "Produkthaftungsgesetz" (German Product Liability Act) of 15/12/89. Any statutory rules regarding the burden of proof shall remain unaffected by the aforesaid.

3. Unless otherwise agreed, any contractual claims to which the Buyer is entitled in connection with the delivery of the goods shall be time-barred one year after the goods have been delivered to the buyer. This limitation shall also apply to such goods which, according to their normal purpose of use, have been used for constructional works related to real estate property and which have caused damage within this construction unless this purpose of use has been agreed upon in writing. This restriction shall not apply to our liability resulting from breaches of contract caused by us whether intentionally or through negligence; neither to damages to life, body and health caused by our fault nor to any recourse claims under §§ 478, 479 of the GG (German Basic Law). The period of limitation shall not restart in the case of subsequent performance.

#### XII. Place of Performance / Jurisdiction / Applicable Law

1. The place of performance for our deliveries shall be the supplying factory in cases of delivery ex-works or our warehouse in all other cases. The place of jurisdiction shall be at our seat or – at our discretion – at the Buyer's seat.

2. All legal relation between the Buyer and us shall be subject to the laws of the Federal Republic of Germany supplementing these Conditions, especially the German BGB (German Civil Code) and German HGB (German Commercial Code), excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

#### XIII. Applicable Version

In case of doubt, the German version of these General Conditions of Sale shall apply even if a translation of the same has been placed at the Buyer's disposal or has been signed by both parties.