

### 1. Applicability of the General Terms and Conditions of Purchase

All such purchase business as shall be completed by our Purchaser shall be based exclusively on the "General Terms and Conditions of Business" as set forth hereunder. The present Terms and Conditions of Business shall govern all deliveries and services - including such as shall be executed at a future date. Terms and conditions of business of the Principal are herewith rejected. They shall likewise not be recognised where we shall not have explicitly rejected them once again following receipt here.

Terms and conditions shall be deemed to have been accepted no later than upon receipt of our delivery or service.

Our quotations are subject to confirmation. Any and all such collateral agreements established and assurances offered on the part of such purchasing personnel of ours as shall be acting without authorisation shall become binding only where confirmation shall have issued insofar as they differ in content from our Terms and Conditions.

The Supplier furnishes assurance to the effect that the goods sold are its free and unencumbered property. Notwithstanding those provisions attaching to the "standard terms and conditions", to which reference is made under Subparagraph 8.1, there shall be no agreement establishing right of retention. In so far as right of retention shall have been agreed separately, the purchaser shall be entitled to resell the goods purchased within the normal course of business.

### 2. Delivery date

Those delivery dates, or end points, as the case may be, as agreed under the Purchase Agreement must be observed in each instance. In the event of delay in delivery, we shall extend the deadline by 1 week; we shall then be entitled to withdrawal from said Agreement or to demand compensation on grounds of non-fulfilment. In case of an agreed fixed delivery date, the vendor will default automatically after the respective due date. No reminder with a grace period notification will be required.

Acts of God any other such unforeseen events as shall serve to cause disruption of operations at the plant taking delivery shall entitle us to postpone fulfilment of acceptance obligations assumed for a period of up to 3 weeks, which postponement shall not serve to warrant the assertion of claims for compensation against us.

### 3. Scope of delivery and dispatch

a) The quantities to be delivered shall be strictly those contractually agreed and confirmed.

b) The Seller shall be obligated to specify the name and address of the supplier, the exact description of the product-type to be delivered and the receiving site in all dispatch papers (e.g. bill of consignment and accompanying documentation). Any and all such costs and loss as shall be incurred as a consequence of an incorrect or missing declaration shall be for the account of the Seller.

c) Delivery by rail and ship shall be admissible subject to prior arrangement with the receiving site.

d) Ship consignments shall also be subject to the following:

- ship-type and unloading possibilities are to be clarified with the consignee prior to delivery;
- bills of lading shall be sent to the Purchaser immediately;
- the consignee shall be notified of the following by telex or telefax upon departure of the ship:
  - name of the ship
  - consignment details (quantity of the individual sorts)
  - date and location of departure
  - anticipated date/time of arrival at the unloading point.

### 4. Weights

Settlement of account in respect of quantities delivered shall be based strictly on the weight established by the Purchaser upon receipt. Objection to weights established may only be asserted on the basis of officially conducted follow-up weighting procedure.

### 5. Quality assurance

The product purchased by us shall be required to be consistent with sort specification agreed or the sample delivery agreed.

The Seller shall afford the Purchaser access to analyses available or to any other such records as shall relate to the composition of its product and shall furnish the Purchaser, where required, with details relating to the place of origin. Right of access to documentation requiring to be treated confidentially may be refused.

The Seller shall undertake to notify the Purchaser on time where it is proposed to change the composition of the goods ordered, thereby enabling it to check whether such change may have a negative effect.

The obligation to inform shall not apply where the Supplier shall be able, following careful examination, to rule out the possibility of such effects.

### 6. Findings and refusal costs

Settlement of account in respect of the product delivered shall be subject to the findings at site incorporating sort-classification and determination of defect (reduction in price and deduction for defect). Those costs incurred by the Purchaser as a result of complaint (down time and demurrage) shall be charged to the Seller as refusal costs.

Any material not consistent with the declaration of sorts shall be deducted from the net weight of the load; the Purchaser shall be at liberty to decide whether invoicing for such sorts shall be based on those market prices applicable or whether said sorts are to be taken back by the Seller.

In the event of their being accepted, deductions for rubble, wood, rubber, etc. shall be offset against the net weight established of the load; any and all disposal costs shall be borne by the Seller.

### 7. Freight charges

Dispatch of the product shall be to the address indicated in our confirmation of purchase carriage-paid insofar as nothing to the contrary shall have been stipulated. Where the Purchase Agreement, on the other hand, shall have been concluded subject to the conditions of delivery "ex-works, ex-station or FOB ship", the Seller shall incur the cost of dead weight in conjunction with incomplete amounts of discharge or non-adherence to minimum levels of utilisation as per contract of purchase.

### 8. Miscellaneous

a) All scrap metal shall be delivered free from explosive devices, items suspected of being explosive and closed hollow parts as well as free from any and all such materials as may be held to be hazardous for the environment.

Delivery of such scrap containing explosive devices, items suspected of being explosive, closed hollow parts or such materials as may be held to be hazardous for the environment shall be required to be taken back by the Seller.

b) The product to be delivered must be free from radioactive substances. Should, however, contaminated parts be detected, all such costs shall be for your account as shall have been caused by your having performed shipment in a manner contravening agreement (radioactive contamination), in particular, for examination, selection, seizure, storage, plus the costs of transportation, treatment, disposal and any penalties. In addition, you shall be liable for any personal injury resulting therefrom. Where admissible, you shall be obligated to take back contaminated substances.

c) Specifics

#### 1. Scrap metal

In addition, the "standard terms and conditions governing the supply of unalloyed iron and steel scrap" as well as the "standard terms and conditions governing the supply of cast iron scrap and cast steel scrap", both published by the Federal Association of German Steel Recycling and Waste Management Companies e.V. ([www.bdsv.org](http://www.bdsv.org)), shall apply per version inclusive of all amendments subject, however, by way of deviation, to the proviso that, notwithstanding the provisions of said regulation, our terms and conditions of purchase shall have precedence in the event of contradiction.

#### 2. Non-ferrous metals

The purchase of metals is governed by the Practices and Classifications of the Metal Trade (UKM), published by the Association of German Metal Traders e. V.\* [\* Registered Association under German Law] per version inclusive of all amendments, in so far as nothing to the contrary shall have been provided for in terms of content under the present General Terms and Conditions of Business.

It shall be assumed that the Seller is acquainted with the contents of said terms and conditions. We are prepared, whenever requested to do so, to provide the Seller with the relevant information on these terms and conditions."

### 9. Due date for payment /Assignment

Payment for product delivered shall, insofar as nothing to the contrary shall have been agreed, be effected by the 30<sup>th</sup> of the month following the month of receipt of product. It shall be deemed inadmissible for the Seller to assign, either in part or in their entirety, its contractual entitlements and, more specifically amounts payable by us, to third parties.

### 10. Place performance, jurisdictional venue, applicable law

The place of performance for deliveries shall be the location of receipt as specified by us in the Agreement. The place of performance for payments shall be Trier for both Contractual Parties. The jurisdictional venue for commercial business transacted shall be the administrative headquarters of the Purchaser (Trier). We shall be entitled to institute legal proceedings against the Supplier at any other jurisdictional venue for which there is substantiation. The business relationship shall be subject strictly to German Law.