General Terms and Conditions of Purchase

Version February 2011

I. General:

1. All our orders commissioned to entrepreneurs, to legal entities under public law and special funds under public law shall be exclusively based on the following terms and conditions. This shall also apply if in the case of an ongoing business relationship no reference is explicitly made for any future transactions. We do not accept and hereby reject any General Terms and Conditions of the supplier. These conditions shall also apply if we accept or pay for the deliveries or services (hereafter referred to as "delivery/-ies") supplied without any reservation despite being aware of the supplier having differing or supplementary terms and conditions. We shall only be bound to and abide by General Terms and Conditions of the supplier after having accepted them expressly in writing.
2. Claims against us shall only be assigned to third parties with our written approval.

II. Order placement and execution, rescission:

1. If our order is not rejected within two weeks after the date of the order placement, the order shall be deemed accepted, provided that the order is placed in the framework of an already existing contractual relationship and that we explicitly notify the supplier of this procedure in each order subject to it.
2. If our order does not include any prices, the order shall be deemed non-binding. However, it shall be considered placed if we do not object to the order confirmation within two weeks after receipt of the latter.
3. An offer made by the supplier can be accepted by us within fourteen (14) days after the offer has been issued. Until expiry of this term, the offer shall be unrevocable.
4. If the supplier's confirmation of our order is diverging from our order, these divergencies have to be marked and emphasized in the confirmation. Such divergencies only become part of the contract if they have been accepted by us.
5. Certificates included in the order, especially production certificates, are an integral part of the delivery and shall be free of charge. Any such certificates shall be supplied at the latest with the delivery.
6. Our order number shall be specified on all documents, in particular on delivery notes and invoices.
7. We shall be entitled to require changes to the delivery even after conclusion of the contract, if reasonable to the suppplier, provided that any arising costs are reimbursed adequately to the supplier.
8. Without prejudice to other rights rescission, we are entitled to rescind the contract in case of the supplier's suspension of payment, petition to open insolvency proceedings against the customer's assets or any other material deterioration in the supplier's creditworthiness if our claim is thereby endangered.

III. Delivery:

1. According to our instructions, goods shall be shipped to the following delivery addresses:
   a) von Schaewen AG, Administration,
      Kronprinzenstraße 14, 45128 Essen,
      Mon-Thu 8am - 4pm, Fri 8am - noon,
   b) ameca von Schaewen GmbH
      Strickerstraße 31, 45329 Essen-Vogelheim,
      Mon-Thu 7am - 4pm, Fri 7am - 2.00pm,
   c) SSK von Schaewen Hückeswagen GmbH
      Stahlschmidtsbrücke 20, 42499 Hückeswagen,
      Mon-Thu 7am - 4pm, Fri 7am - 2.00pm,
   d) SSK von Schaewen Wetter GmbH
      Ruhrstraße 21, 58300 Wetter
      Mon-Thu 7am - 4pm, Fri 7am - 2.00pm
2. Agreed delivery times shall be binding. If it is foreseeable that it will not be possible to comply with the agreed delivery time, the supplier shall immediately inform us, indicating the reasons for and the approximate duration of the delay. Any of our claims due to the delay in delivery shall remain unaffected thereby.
3. Delivery notes shall be submitted in single copy on the day of delivery.
4. The transfer of title shall always be effected without reservation upon handover of the goods. If the parties have agreed to a retention of title in the favour of the supplier, this retention of title shall be deemed to have the status of a simple retention of title only. Irrespective of the supplier's retention of title, we shall be entitled to use, process and/or sell the goods or transfer the ownership of the goods to a third party at any time and without limitation.

IV. Quality assurance:

1. The supplier shall be responsible for checking all drawings, calculations, specifications and other data supplied by us for possible errors or contradictions on the basis of their general and specialist knowledge and skills. If necessary, the supplier shall report immediately any doubts relating to our documentation, including doubts concerning the qualification for use, in order to jointly discuss and resolve the subject in question.
2. The supplier shall be obliged to maintain a quality assurance system that complies with the state-of-the-art in the relevant supply industry. The supplier shall be on his own responsible for implementing the quality assurance measures and preparing the required documentation. The supplier shall provide this documentation to us upon request. The supplier shall be responsible for keeping the documentation in accordance with any applicable legislation and regulations, and in any case for at least 10 years.
3. The supplier shall inspect the goods carefully prior to the shipping (outgoing goods inspection). Goods that do not fulfil the requirements of the outgoing goods inspection shall not be delivered. Upon delivery, we shall only inspect the goods for type (identification testing) and quantity as well as possible damage in transit and other apparent defects. The supplier waives to this extent its right to object based on violation of the obligation to inspect.

V. Prices, Invoice and payment:

1. The prices are agreed, if not expressly stated otherwise, plus VAT at the applicable rate, including cost for packaging, insurance, freight, storage and unloading as well as with free carriage until destination. The supplier shall maintain, at his expense, an insurance covering the risks of the transport.
2. Invoices shall always be sent in single copy to our Administration department, Postfach (POB) 10 35 62, 45035 Essen, Germany.
3. The quantities, dimensions, weights, types and analyses determined by our personnel upon handover shall be decisive for the invoicing of the delivery.
4. Payments shall be made on the 15th of the month following the regular receipt of the invoice. However, the term of payment shall always at least be 30 days. The term shall begin with the regular receipt of the invoice, however not prior to the complete performance delivery, including the transferral of certificates supplied under the contract, in particular production certificates. In the event of part deliveries that have not been agreed in advance, the day of receipt of the invoice for the last part delivery shall be taken as the beginning of the term of payment for the overall delivery.
5. Payments made within 14 days after receipt of the invoice shall be granted a discount of 3%.
6. The right to claim maturity interests shall be waived by the supplier.
7. A payment term is respected if we have executed the necessary acts for the payment (i. e. given payment order to our bank) within the term.
8. Payments made by us shall not be deemed acceptance of the invoicing or confirmation that the delivery was without defects or in compliance with the date of delivery.
9. The supplier has a right to retention or set-off only for those of his counter-claims which are finally adjudicated or undisputed.

VI. Warranty:

1. All supplies shall be delivered free from material defects and defects of title. In particular, they shall abide by the latest state of the art of science and technology, comply with all legal requirements in terms of environmental protection and work safety, be in accordance with the agreed characteristics, the applicable standards, the agreed purpose of use, and be appropriate for their normal use.
2. In the event of defects, we shall be entitled to statutory claims. We reserve the right to require subsequent fulfilment, at our discretion, either by rectification or by replacement. In the event that subsequent fulfilment fails or if for another reason the granting of a term of grace for the subsequent fulfilment can be waived in accordance with the legal stipulations, we reserve the right to reduce the price or rescind the contract and to claim damages or reimbursement for wasted expenditure.
3. The period to claim defects shall be limited to three years starting with the statutory commencement of limitation, insofar as the parties do not agree otherwise and provided that the minimum statutory period of limitation is not longer, for example according to §§ 438 par. 1 no. 1 (real property rights of a third party), 438 par. 1 no. 2 BGB (building: materials used for the construction), 634a par. 1 no. 2 BGB (building: surveillance of the construction works), 438 par. 3 and 634a par. 3 BGB (malice), 479 par. 1, 2 (recourse) (BGB) German Civil Code. Goods that have been newly delivered or repaired due to remediation of defects shall thus be subject to a new period of limitation of two years starting once from the beginning, unless the defects are remedied as a gesture of goodwill and without acknowledgement of any obligation. If the remaining period of limitation initially agreed is longer, this period shall apply.
4. A notice of defect issued by us within the period of limitation shall suspend the period of limitation until we have reached an agreement on the remediation of the defect and any consequences with the supplier; however, this suspension shall terminate six months after the final rejection of the notice of defect by the supplier.

VII. Additional provisions for refinishing works:

1. In the case of refinishing works (e.g. dressing of slabs or sheets, annealing or tempering etc.), the supplier shall keep the material provided by us at our disposal at all times and shall store the material and process it in compliance with our order specifications or the customary standard practise. If the material should, due to circumstances for which the supplier is responsible, be lost or processed incorrectly, the supplier shall be liable to the full extent, including any follow-up costs.
2. Material provided by us shall remain our property and shall only be used for the intended purposes and for our orders. Processing of this

material shall be on our behalf and for our purposes only. If the material provided by us is processed with or combined or mixted with other items that are not our property, we shall acquire co-ownership rights in the new product according to the ratio of the material provided by us (purchase price plus value added tax) to the other items processed at the time of the processing, combining or intermixture. For the case in which our property rights disappear due to the incorporation or the intermixture, we shall, by now, be assigned by the supplier the property rights in the newly manufactured product in a ratio of the market value of the material provided by us to the other goods used; the supplier shall preserve the new product for us free of charge.

3. Tools, other means of manufacturing, drawings, samples etc. provided by us to the supplier shall remain or property. The supplier shall label them accordingly, store them separately and diligently and keep them at our disposal at all times. They shall only be used for the intended purposes and for our orders. If these or parts of them are passed on to a third party, the third party shall be informed in writing of our ownership rights. All tools, drawings samples etc. shall be returned to us without delay upon termination of the delivery relationship or the contract. There shall be no rights of retention in this respect (without prejudice to the provisions of section V.9). The risk of loss, destruction or damage of the provided material, tools and other means of production shall be borne by the supplier.

VIII. Confidentiality, place of fulfilment, place of jurisdiction and applicable legislation:

1. The supplier has to keep the documents, the know-how and other business secrets he obtained through us (“information”) strictly confidential towards any third party and must engage his staff to do the same. Information is not subject to this confidentiality obligation a) which verifiably at the time of the conclusion of the contract was already known by the supplier, or of which he learned through a third person without breach of any confidentiality obligation, statutory provision or official order; b) which, at the time of the conclusion of the contract, was already publicly known or has been made known since then; c) which, due to a legal obligation, due to a court’s decision or to an official order has to be made public. This confidentiality obligation is binding for ten years following the conclusion of the contract.
2. The place of fulfilment for both parties shall be Essen in the Federal Republic of Germany.
3. Both parties agree on Essen in the Federal Republic of Germany as the place of jurisdiction for any litigations arising out of or in conjunction from the contractual relationship. This place of jurisdiction shall be exclusive for any claims issued against us. The jurisdictional clause shall also apply to procedures deciding claims arising out of bills of exchange and cheques as well as summary proceedings.
4. The application of legal provisions of other countries shall be excluded. The only applicable laws shall be the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).