

**General Purchasing Terms
MC Metallhandel GmbH, Frankfurt**

1. General

- (a) The following terms and conditions shall apply exclusively to all deliveries and services, also to those under future contracts, unless expressly agreed otherwise in writing in a particular case. All different terms and conditions in the supplier's offer or acceptance of order (confirmation of order) shall only apply if we have expressly accepted them, even if no objection is raised.
- (b) The invalidity of one or more of the following provisions shall not affect the validity of the other terms and conditions.

2. Offers / Conclusion of Contract

- (a) All offers are not binding.
- (b) Contractual arrangements of any kind shall only be legally binding if we have confirmed them in writing.

3. Prices

- (a) The prices listed in our orders are fixed prices. They shall apply free place of use. Any price increases shall be borne by the Seller.

4. Packing

- (a) Packing will only be paid if a payment for the same has expressly been agreed. The Seller has to take the packing back. In the case of a carriage-paid return of the packing to the place of dispatch, the payment for packing has to be credited to us to the amount of at least 2/3 of the agreed value.

5. Deliveries / Approvals

- (a) Any quantity variances will only be accepted within the limits of the usual allowable deviations.
- (b) The dates of delivery stated in our orders or any other dates of delivery counter-confirmed by us are fixed dates of delivery. The Buyer will be in default without a reminder being required. We immediately have to be notified of any delays in delivery, stating the reasons. In the event of a delay in delivery, we will be entitled to rescind the contract without setting a time-limit and/or to claim damages, without prejudice to our other rights. In the case of force majeure, however, damages shall be limited in terms of amount to the damage for which we have to compensate our customer/s in the event of a resale of the goods.
- (c) If we cannot take delivery, or if we cannot take delivery within the specified time, of the ordered goods by reason of force majeure due to strikes, machinery breakdown, lack of raw material or energy and obstruction of transport routes, we will not be in default until the aforementioned obstruction has ended and we will only be obligated to take delivery after a reasonable, additional period of time has been granted. If, as a result, the execution of the contract becomes unreasonable for one of the parties, it may rescind the contract. Any damage claims shall be excluded in that case.
- (d) The Seller shall be obligated to obtain all official or other approvals or licences required or useful for export or any other performance of the contract in due time before delivery and to maintain such licences and approvals.

6. Liability for Defects

- (a) The Seller assures that by delivering and using the goods no industrial property rights of third parties are infringed and that there are no third-party rights to the goods.
- (b) If scrap (such as iron scrap, nonferrous metals, etc.) is delivered, the Seller shall assure on the basis of its examination of the material to be supplied that the goods are free from explosive devices, objects liable to explode, closed hollow bodies, oils, fats, acids, fuels and other substances that are detrimental to the environment (such as PCB, CFC, CHC, etc. or asbestos) and all substances that are harmful to metallurgical processes. Moreover, the Seller shall assure that the goods to be supplied are free from ionizing radiation exceeding the natural characteristic radiation of the material.
- (c) According to the Usancen und Klassifizierungen des Metallhandels (Habitual Practices and Classifications of the Metal Trade) we are entitled to give notices of defect within two weeks of receipt of the goods, in the case of hidden defects within two weeks of discovery of the same.
- (d) The weights we determine by weighing the loaded and empty vehicles/containers at the place of destination as well as the quality we determine are decisive. Such determination has to take place within 14 days.
- (e) If our checks reveal that the goods are polluted by substances that are detrimental to the environment or by ionizing radiation, we will be entitled to separate, put in safe custody, store in a special way or dispose of the goods at the Seller's expense without granting an additional period of time. The costs of the investigation and of the aforementioned special measures, including any official charges or fines, etc., shall be borne by the Seller.

7. Passing of Risk

- (a) The risk of accidental loss shall at all events only pass to us upon acceptance at the place of destination.

8. Prohibition of Assignment

- (a) Without our consent the Seller may not transfer its contractual claims resulting from the business relationship with us to any third party, neither in whole nor in part. The Seller shall not be entitled to effect any set-off or exercise any rights of retention with regard to us. Any restriction of our right of set-off or retention in the Seller's terms and conditions shall not apply.

9. Governing Law

- (a) German law shall apply exclusively; the provisions of the UN Sales Convention shall be excluded. In addition to these general purchase terms, the Usancen und Klassifizierungen des Metallhandels (UKM, published by the Verein Deutscher Metallhändler e.V., Association of German Metal Traders, Bonn) in the version valid at any given time shall apply. To transactions concerning scrap, the usual trade terms regarding delivery of unalloyed iron and steel scrap in the version valid at any given time shall apply additionally.

10. Place of Performance / Place of Jurisdiction

- (a) Place of performance and place of jurisdiction for both parties shall be Frankfurt. However, we are entitled, at our option, to sue the Seller also at the Seller's usual place of jurisdiction. At our option, the courts of law or the arbitration tribunal of the Verein Deutscher Metallhändler e.V. according to its regulations in force at the time of conclusion of contract shall have jurisdiction. The Seller shall be obligated to make its choice not later than 7 days after written request of the Buyer; otherwise the courts of law shall have jurisdiction.

Drawn up in February 2009