

**I. Applicability / Offers**

1. These General Terms and Conditions apply to all present and future contracts entered into with companies, public law entities or public law entities with special public funds in respect of deliveries and other services including specific-task contracts, particularly for the delivery of metallurgical raw materials for the steel- and stainless steel industry., consulting, proposals and other ancillary services. In the case of transfer orders, the terms and conditions set out in the subcontracted supplier's price list shall additionally apply. The Buyer's purchasing conditions shall be deemed void notwithstanding the fact that we have not expressly refused to be bound by them upon receipt.
2. Our offers are subject to change without notice. Any oral agreements, promises, commitments or guarantees made by our employees in connection with the contract shall not be binding upon us unless confirmed by us in writing.
3. In the case of any doubt, the commercial clauses shall be interpreted pursuant to the prevailing version of the Incoterms (latest edition).
4. All specifications such as dimensions, weights, descriptions and other printed matter have been determined to the best of our ability but are approximate only and therefore not binding on us.
5. For the purposes of these terms and conditions, the "Buyer" shall also be the "Orderer" in the case of specific-task contracts.

**II. Prices**

1. Prices are quoted ex works or warehouse plus freight and value added tax unless agreed otherwise in the individual case.
2. In the event of any change to taxes, duties or other external costs forming a component of the agreed prices later than four weeks after the contract is entered into, we shall be entitled to adjust the prices accordingly.
3. With respect to goods whose delivery is still pending, we reserve the right to increase the agreed price in the event of any circumstances arising as a result of a change in the supply of raw materials or the general state of the economy making production and/or procurement of the products in question materially more expensive than was assumed on the date on which the prices were agreed upon. In such case, the Buyer may cancel the orders concerned within four weeks of being informed of the price increase.

**III. Payment and offsetting**

1. In the absence of anything agreed to the contrary or stated in our invoices, the purchase price shall be due net immediately upon delivery and shall be paid such that we are able to draw on the proceeds on the day on which payment is due. The Buyer shall bear all payment costs. The Buyer may only retain or offset payment if his counterclaims are undisputed or have been upheld in a court of law.
2. If it is not possible to dispatch or ship the goods from the point of dispatch on account of missing instructions or documents or if delivery is delayed for any other reasons for which we are not responsible, the full invoice amount shall be due for payment on the 15th day of the month following notification that the goods are ready for dispatch. In all cases in which a letter of credit is opened, the Buyer undertakes to modify the terms of the letter of credit on our request accordingly.
3. If the Buyer fails to pay the invoice amount by the due date or is in default of payment, we shall charge interest at a rate of 8 percentage points above the base rate unless higher interest rates have been agreed upon. This does not restrict our right to any other remedies available on account of the Buyer's default.
4. The Buyer shall be deemed to be in default of payment if he fails to pay within 10 days of the invoice / payment list falling due and being received or of the goods or service being received.
5. By virtue of the authorization granted to us by the companies belonging to our Group (§ 18 of the AktG (German Stock Corporation Act) \*), we are entitled to offset against all claims due to the Buyer by us or any of these Group members. This shall also apply if one side has agreed upon cash payment and the other payment by bill of exchange or other arrangements as fulfilment of the contractual obligations. Where applicable, these agreements shall apply only to the balance. If the receivables fall due for payment on different dates, our receivables shall be due by no later than the date on which our liability falls due for payment and is invoiced with full effect on payments.
6. If it becomes evident that, in our view, that circumstances impair the creditability of the Buyer after the contract has been entered into, we shall be entitled to exercise the rights under § 321 of the BGB/German Civil Code (defense of uncertainty). Therefore we are entitled to refuse delivery of the goods or effect deliveries only against advanced payments or other payment guarantees. Moreover, in such case we shall also be entitled to demand immediate payment of all amounts under the current business relations with the Buyer not barred by the passage of time. Moreover, the defense of uncertainty shall apply to all other outstanding deliveries and performances under the business relations with the Buyer.
7. If any cash discount has been agreed upon, this shall always only apply to the invoice value excluding freight and may only be taken if the Buyer has discharged in full all liabilities due for payment as of the date on which he seeks to take the cash discount.

**IV. Execution of deliveries, delivery dates and periods**

1. We shall only be bound by our obligation to deliver provided that our own suppliers provide us with the requisite goods correctly and on time, except in cases in which incorrect or delayed delivery on the part of our suppliers is due to reasons for which we are responsible.
2. All delivery dates and periods shall be approximate only. Delivery periods shall commence on the date on which we confirm the order and shall apply only provided that all details relating to the order have been clarified and the Buyer has complied with all his duties, e.g. the provision of all official permits, letters of credit and guarantees or the remittance of advance payments.
3. The date on which the goods are dispatched from the factory or warehouse shall be decisive for determining compliance with delivery dates or periods. In the event of any delay in shipment for reasons for which we are not responsible, they shall be deemed to have been complied with upon notification that the goods are available for dispatch.
4. In the event of any events beyond our control, we may delay delivery for the duration of such event plus a reasonable start-up time. This shall also apply if such events occur during prior default. Events beyond our control shall also be deemed to include monetary, trade and other government measures, strikes, lockouts, any disruptions to our production operations for reasons beyond our control (e.g. fire, breakage of machinery or rollers, non-availability of raw materials or energy), transportation obstructions, delays in import/customs clearance as well as all other circumstances for which we are not responsible materially impairing delivery or rendering it impossible. In this respect, it shall be of no consequence whether the effects of such circumstances are sustained by us or one of our factories or suppliers. If as a result of any of the aforementioned events either party can no longer be reasonably expected to execute the contract and, in particular, if performance of material parts of the contract is delayed by more than six months, such party may rescind the contract.

**V. Reserved ownership rights**

1. The goods shall remain our property until all our claims against the Buyer under the contract have been satisfied.
2. Should this retention of title provision be invalid under the law of the country in which the goods are situated, such security which corresponds to the above retention of title provision shall be deemed to have been agreed upon. The Buyer shall take all measures necessary for such security to come into effect and/or to be maintained.
3. Should a more extensive retention of title clause be permitted by the law of the country in which the goods are situated (such as – without prejudice to the generality of the foregoing – the assignment of the Buyer's future claims resulting from the resale of the goods delivered by us), the Buyer shall, upon our request, implement such clause.

**VI. Qualities, dimensions and weights**

1. Qualities and dimensions shall be determined pursuant to the DIN/EN standards or materials specifications sheets in force on the date on which the contract is entered into or, in the absence of these, in accordance with standard practice. References to standards, factory standards, materials specifications sheets or examination certificates as well as qualities, dimensions, weights and suitability for certain uses, declarations of conformity, producer declarations or references to chemical or physical quality shall not be deemed to constitute guarantees.
2. The weights stated shall be based on measurements taken by us or our supplier. Proof of weight shall be furnished in the form of an attestation of weight.. This shall have no effect on the additions and discounts standard in steel trading in Germany (trading weights). The quantities and bundled volumes etc. stated in the delivery note shall not be binding in the case of goods charged by weight. The total weight of the consignment shall apply except in cases in which it is usual for individual goods to be weighed. Any discrepancies in the notional individual weights shall be spread on a proportionate basis.
3. In case of agreed quantities we may deliver +/- 10 % of the contractual agreed quantities.

**VII. Inspection**

1. In cases in which it has been expressly agreed that the goods are to be subject to an acceptance inspection, such acceptance inspection may only be conducted at our factory or warehouse immediately after notification that the goods are ready for such acceptance inspection has been received. The Buyer shall bear the personal acceptance inspection costs; the technical acceptance inspection costs shall be charged in accordance with our price list or the factory's/ warehouse keeper's price list.
2. If the acceptance inspection is not performed punctually or either partially or fully for reasons for which we are not responsible, we may dispatch the goods without prior acceptance inspection or store them at the Buyer's expense and risk and issue a corresponding invoice.

**VIII. Dispatch, transfer of risk, packaging, part deliveries**

1. We shall determine the method and route of dispatch as well as the forwarder and carrier.
2. If, for reasons for which we are not responsible, transportation of the goods on the planned route or to the planned destination in the planned period of time is rendered impossible or is materially impaired, we may deliver the goods via a different route or to a different destination, it being understood that the Buyer shall bear any additional costs in this connection. The Buyer shall be given a prior opportunity to make any comments.
3. Risk, including the risk of the goods being seized, shall pass to the Buyer for all transactions including carriage-free or carriage-paid transactions upon the goods being handed over to the forwarder or carrier, however, no later than upon their leaving the warehouse or factory. We shall only arrange for insurance to be effected if instructed to do so by the Buyer. The discharge obligation and costs shall be borne by the Buyer.
4. The goods will be delivered unpacked without rust protection. We shall deliver the goods in a packed state if it is agreed. We shall arrange packaging, protection and/or transportation facilities at the Buyer's expense on the basis of our experience. These shall be taken back at our warehouse. We shall not assume the cost incurred by the Buyer of returning or disposing of the packaging.

**IX. Call-off orders**

1. In the case of call-off orders, goods which have been declared as being available for dispatch must be called off immediately, failing which we shall, after written notice, be entitled to dispatch them at the Buyer's expense and risk or, at our discretion, store them in our warehouse and immediately invoice them.
2. In the case of orders entailing continuous delivery, we are to be notified of call-offs and quantities of types for roughly identical monthly quantities, failing which we may determine this using our own discretion.
3. If the individual call-off orders exceed the total amount contracted, we shall be entitled but not obliged to supply the excess quantity. We may invoice the excess quantity at the prices prevailing on the date of call-off or delivery.

**X. Warranty**

1. Any defects in the goods shall be notified in writing immediately, however no less than seven days after delivery. Defects which cannot be detected within this period notwithstanding extremely careful examination shall be notified in writing immediately after being discovered, however not later than before the commencement of the contractual or statutory time bar – with all processing to be ceased forthwith. If the delivered goods have already been resold, processed or reconfigured, Buyer's rights shall be restricted to an abatement of the purchase price.
2. In the event that a prior inspection of the goods has been agreed upon, the Buyer shall not have any right of recourse with respect to any defects exhibited by the goods which could have been detected during such inspection.
3. If a complaint is justified and is lodged within the requisite period, we may at our discretion either repair or replace the defective goods (subsequent performance). In the event that subsequent performance fails or is rejected, the Buyer shall be entitled to reduce the purchase price or – if we fail to successfully remedy the goods within a deadline set by the Buyer – rescind the contract. In the case of a minor fault, the Buyer may only be entitled to a reduction of the purchase price.
4. All claims under this warranty are excluded, if the Buyer does not immediately give us an opportunity to verify the defect and, in particular, fails to furnish the defective goods or samples immediately upon our request.
5. If the goods are sold as lower-grade material – e.g. so-called Off-grade material – the Buyer shall not have any rights with respect to defects if these are due to the reasons for which the material was degraded and those he could reasonably be expected to encounter. We shall not be liable for defects in the case of Off-grade material.
6. We shall bear the costs of subsequent performance only up to a reasonable amount in individual cases particularly in the light of the purchase price of the goods. We shall not assume any costs arising as a result of the fact that the goods sold have been transported to a location other than the Buyer's domicile except in cases in which this is normal practice.
7. This shall not have any effect on the Buyer's right of recourse pursuant to § 478 of the BGB (German Commercial Code).
8. We do not warrant any fitness for a particular purpose or use unless expressly agreed in writing. The risk of fitness for a specific purpose or use of the goods shall be the Buyer's sole responsibility.

**XI. General restrictions of liability**

1. We shall only be liable for the breach of contractual and non-contractual obligations, particularly impossibility, default, precontractual fault and tort, including on the part of our management staff and other servants, in the

event of wilful misconduct and gross negligence, it being understood that such liability shall be confined to the typical loss or damage which could have reasonably been foreseen on the date on which the contract was entered into.

2. These restrictions shall not apply in the case of a breach of any material contractual obligations for which we are responsible jeopardizing the achievement of the purpose of the contract, cases of mandatory liability pursuant to the German Product Liability Act (Produkthaftungsgesetz), injury to persons or cases in which and to the extent that we fraudulently conceal the existence of any faults or guarantee their absence. This shall not have any effect on the rules governing the onus of proof.
3. In the absence of any agreement to the contrary, contractual claims held by the Buyer against us as a result of or in connection with the delivery of the goods shall be time-barred one year after delivery of the goods. This period shall also apply to goods customarily used for construction purposes and which have caused a defect to the whole construction. This shall have no effect on our liability for wilful misconduct and gross negligence or the expiry of statutory rights of recourse. The period of limitation shall not restart in the case of subsequent performance.

**XII. Place of fulfilment, legal venue, applicable law**

1. The place of fulfilment for our deliveries shall be the factory in the case of delivery ex works or our warehouse in all other cases. Any disputes shall at our discretion be referred to the courts of law responsible for the city in which our main office is located or in which the Buyer is domiciled.
2. All legal relations between the Buyer and us shall be subject to German substantive law in addition to these Terms and Conditions. The provisions of the Convention for the International Sale of Goods (CISG) of April 11, 1980 shall be excluded.

**XIII. Miscellaneous**

1. If the Buyer is domiciled outside the Federal Republic of Germany and he or his agent collects EU-duty paid goods, or transports or dispatches them to a foreign location, the Buyer shall be required to furnish us with the export papers required for tax purposes. Failing this, the Buyer shall be liable to pay the value added tax on the invoice amount applicable.
2. In the event of deliveries from a member country of the EU to another member country of the EU, the Buyer shall notify us of his VAT identification number under which his income is taxed within the EU. Failing this, he shall be required to pay the VAT amount stipulated by law.
3. Should any provision of these General Conditions of Delivery and Payment be or become ineffective or invalid, the effectiveness and validity of the remaining provisions shall not be affected thereby.

These include in particular :

ThyssenKrupp AG	ThyssenKrupp Stainless AG
ThyssenKrupp Steel AG	ThyssenKrupp Services AG
ThyssenKrupp Nirosta GmbH	ThyssenKrupp VDM GmbH
ThyssenKrupp Acciai Speciali Terni S.p.A.	ThyssenKrupp Special Products GmbH
ThyssenKrupp GfT Bautechnik GmbH	ThyssenKrupp GfT Gleistechnik GmbH
ThyssenKrupp Coferal GmbH	ThyssenKrupp MinEnergy GmbH