



STAHLWERK UNNA GmbH & Co. KG | Postfach 2055 | D-59410 Unna

STAHLWERK UNNA
GmbH & Co. KG
Büddenberg 91
D-59423 Unna
UST-ID-NR. DE 124898323

General Terms and Conditions of Purchasing

1. The Scope of Application

- 1.1 Our terms and conditions of purchasing shall apply exclusively.
- 1.2 We do not accept terms and conditions of the supplier that are contrary to our terms and conditions or diverge from them unless we had explicitly agreed to their validity in writing. Our terms and conditions of purchasing shall also apply if we accept delivery without reservation being cognizant of terms and conditions of the supplier that are contrary to our terms and conditions or diverge from them.
- 1.3 Our terms and conditions of purchasing shall only extend to companies as defined by Section 14 of Bürgerliches Gesetzbuch (Civil Code) if the contract is a part of the company's operation and towards legal entities of public law and special public law funds as defined by Section 310, Paragraph 1 of Bürgerliches Gesetzbuch (Civil Code).
- 1.4 Our terms and conditions of purchasing shall also extend to all future transactions with the supplier.

2. Signing the Contract and Quotation Documents

- 2.1 The supplier shall undertake to accept our order within a period of two weeks and send us the corresponding order confirmation.
- 2.2 The order confirmation has to include the price, discount, binding date of delivery and all numbers and symbols from our order.
- 2.3 The supplier's quotations, drafts and samples shall be at no charge to us and shall not constitute any liability for us.
- 2.4 In the absence of other agreements, remuneration or reimbursement shall not be granted for visits or working out quotations or projects, etc.



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BIC TUBDDEDD

Komplementär: Stahlwerk Unna Verwaltungs-GmbH | 59423 Unna | Amtsgericht Hamm HRB 3070
Geschäftsführer: Gerald Bader / Guido Klewitz
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- 2.5 We shall be entitled to demand any changes and omissions that may be necessary, in particular, although not exclusively technical changes in goods and/or the time of delivery with purchase orders that are not yet fully complied with to the extent that they are reasonable for the supplier. The effects, in particular with reference to higher and lower costs and the dates of delivery, shall be appropriately settled in mutual agreement.
- 2.6 We reserve ourselves the ownership rights and copyrights to figures, drawings, calculations and miscellaneous quotation documents; they may not be made accessible to third parties without our explicit written permission. They shall be exclusively used for production based upon our order; after handling the order, they shall be returned to us at no charge and without being requested to do so. They shall be kept secret towards third parties.

3. Prices and Terms and Conditions of Payment

- 3.1 The prices specified by us shall be binding; this shall also extend to blanket orders for the entire term of the agreement. If no prices have been given, the supplier's present list prices shall apply with the deductions normal in the trade. The supplier's general price reductions before executing the purchase order shall bring about a corresponding reduction in the agreed to price.
- 3.2 All prices are "free house" to the delivery address given by us, including the statutory turnover tax and packaging and we shall have the right to determine the type of packaging, means of transportation, the transportation route and the transport insurance.
- 3.3 If early supplies are accepted, the date of due payment shall depend upon the agreed to date of delivery. If the charged goods arrive at a later point in time than the invoice, the date of receipt of goods shall be deemed as the date of invoice.



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- 3.4 In the absence of other agreements, payments shall be made at our choice either within 14 days after receipt of the invoice deducting 3% trade discount, within 30 days deducting 2% trade discount or within 90 days net after receipt of the invoice; however, said period shall not begin before the supplier fully complies with performance. The choice of the means of payments (cheque or bill of exchange, etc.) shall be entrusted to us.
- 3.5 Two copies of the invoice shall be sent to us when the goods are shipped, however separate from the goods. The purchase order number and date of the purchase order shall be stated on each invoice. Invoices not properly prepared shall not be deemed as issued.
- 3.6 To the extent that supplies or services without turnover tax may be considered, the supplier shall undertake to furnish the required certificates or to assist in furnishing them. The supplier has to communicate its turnover tax identification number, certify its characteristic as an entrepreneur and assist in book and voucher export certificates for supplies within the European Union.
- 3.7 If supplies are defective, we shall be entitled to retain the proportion of the value of the payment until proper compliance. On the other hand, making payments shall not mean that the supplies are recognised as being contractual.
- 3.8 The supplier shall not be entitled to assign its claims against us or have them collected by third parties without prior written permission that may not be refused inequitably.

4. Period of Delivery and Delay in Delivery

- 4.1 The periods of delivery specified by us shall be binding. The receipt of the goods at the point of receipt or usage specified by us shall be definitive for complying with the date of delivery or period of delivery.
- 4.2 If the supplier recognises that an agreed to period of delivery cannot be complied with for whatever reasons, it has to notify us of this without delay stating the reasons and duration of the delay in writing.



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- 4.3 In the event of delay in delivery, we shall be entitled to demand a contractual penalty amounting to 0.2% of the purchase order value, however no more than 10% per full week of delay. We reserve ourselves the right to further legal claims. We shall undertake to declare the reservation of the contractual penalty no later than when the invoice is paid.
- 4.4 If the agreed to period of delivery is not complied with, we shall be entitled to withdraw from the contract after an appropriate extension set by us has expired notwithstanding further legal claims. If the supplier is responsible for said delay, we can demand at our choice reimbursement of the damage we incurred from the delay or, after the extension mentioned above expires, we can demand compensation for damage instead of the performance or reimbursement of the futile expenditures.
- 4.5 Force majeure, industrial disputes or miscellaneous inevitable and non-foreseeable events shall only exempt the supplier from the obligations to perform for the period of disturbance and to the extent of its effects. The supplier shall undertake, without delay and to a reasonable extent, to provide the necessary information and adapt its obligations to the changed situation in good faith. We shall be exempted from the obligation to officially accept the ordered supplies/services in whole or in part and to this extent we shall be entitled to withdraw from the contract taking economic issues into consideration if we cannot use the supplies/services anymore due to the delay caused by said circumstances.
- 4.6 If goods are delivered earlier than agreed to, we reserve ourselves the right to return the goods at the expense of the supplier. If the goods delivered early are not returned, the goods shall be stored at the supplier's expense and risk until the agreed to period of delivery.

5. Supplies, Passing Risk and Packaging

- 5.1 We shall only accept partial deliveries after an explicit agreement. The remaining quantity shall be listed if partial deliveries are agreed to.
- 5.2 One copy of the delivery note containing our exact order data along with the precise designation of the scope of the supplies according to articles, type and quantity, etc. shall be attached to the goods. If the supplier fails to do so, delays in processing shall be unavoidable that we shall not be responsible for.
- 5.3 Risk shall pass at the delivery address stated by us.



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- 5.4 The place of performance for the obligation that the supplier has to take goods back pursuant to Section 4 of Verpackungsverordnung (Packaging Ordinance) shall be the location of delivery of goods.
- 5.5 To the extent that charged packaging can be recycled, it shall be credited at the full charged value when returned. One copy of the credit note shall always be submitted stating the invoice that it is charged against.

6. Defects in Quality and Defects in Title

- 6.1 All objects supplied by the supplier and all services furnished by it have to be state-of-the-art and correspond to the relevant legal provisions and the regulations and guidelines of the official agencies, the employer's liability insurance associations and the technical associations. Generally recognised international standards such as DIN, ISO, VDI and VDE shall be complied with. To the extent that departures from said regulations are necessary in specific cases, the supplier has to obtain our written permission.
- 6.2 If the supplier has reservations about the type of design requested by us, it has to notify us of this in writing without delay.
- 6.3 The goods shall always be accepted under the proviso of checking quantity and quality. We shall undertake to check the goods for any defects within an appropriate period of time. Notification of defects shall be made in due time provided that it is received within a period of 10 working days after delivery if the defects were identifiable, or provided that it is received within a period of 10 working days after discovery on the premises of the supplier if the defect was not identifiable with proper examination. We explicitly reserve ourselves the right to recognise additional delivery as contractual. If there is a defect in the goods and if the supplier is not successful at post-compliance, there shall not be any duty to examine or requirement to give notification of defects pursuant to Section 377 of Handelsgesetzbuch (the Commercial Code) for services performed for purposes of post-compliance by the supplier.



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- 6.4 In the event of a defect, we shall be entitled to the full legal rights and the place of the warranty shall be the place of usage given; we shall be entitled to demand that the supplier rectify the defects or supply replacement at our choice. If the supplier does not comply with its obligation of post-compliance in accordance with the right of choice we exercise within an appropriate period of time, or if post-compliance is unsuccessful, we shall be entitled to immediately assert our rights to diminution, withdrawal, compensation for damage instead of services or reimbursement of expenses. Post-compliance shall be deemed as unsuccessful if one attempt at rectifying defects or supplying a replacement does not lead to defect-free supplies of the supplier. The supplier shall undertake to bear all expenditures necessary for purposes of rectifying the defect or supplying a replacement. Beyond this, we shall be entitled to retain the proportional value of the payment until proper compliance.
- 6.5 Our claim to compliance shall continue until claims to compensation for damage are asserted instead of performance in writing or in court. In the event that we withdraw from the contract due to the existence of a defect, the supplier also has to reimburse us the contractual expenditures.
- 6.6 We shall be entitled to the rights of recourse against the supplier pursuant to Sections 478 and 479 of Bürgerliches Gesetzbuch (Civil Code) in corresponding application even if it only supplied parts for the thing we manufactured.
- 6.7 If the supplier is in arrears with supplying a replacement or rectifying the defect, we shall be entitled to supply a replacement or rectify the defect ourselves or to have this done by third parties at the expense of the supplier. The same shall also apply if it is urgent and if the supplier cannot be reached in due time or is not capable of supplying a replacement or rectifying the defect in due time. The supplier shall be notified of this without delay.
- 6.8 Our claims due to defects shall be statute-barred pursuant to the statutory regulations, however no earlier than 2 months after we have complied with any warranty claims of our customer due to the same defects in the thing. Said suspension of the running of time shall end no later than 5 years after delivering the thing to us. The limitation of actions shall start running again for exchanged parts. If the supplier examines the existence of a defect or its rectification, the running of the time for limitations of actions shall be suspended until the supplier notifies us of the results of the examination, declares to us that the defect



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has been rectified or refuses to continue rectifying the defect. It shall in particular constitute an examination when the supplier initiates the investigation or passes on the supplies onto third parties for investigation.

7. Product Liability, Exemption and Third-Party Liability Insurance Cover

- 7.1 To the extent that the supplier is responsible for damage to the product, it shall undertake to exempt us to this extent from the claims to compensation for damage of third parties at first request if the cause is set in its area of domination and/or organisation and if it is liable itself in external relationships.
- 7.2 The supplier shall also undertake in the framework of its liability for damaging events as defined by Number 7.1 to reimburse any expenditures pursuant to Sections 683 and 670 of Bürgerliches Gesetzbuch (Civil Code) and pursuant to Sections 830, 840 and 426 of Bürgerliches Gesetzbuch (Civil Code) arising from or in connection with any call-back campaign launched by us. We have to notify the supplier on the content and scope of the call-back campaigns to be launched if possible and reasonable and give it the opportunity to make a statement. Miscellaneous legal claims shall remain unaffected.
- 7.3 The supplier shall undertake to maintain product liability insurance with an insured sum of 5 million euros lump-sum per case of personal injury or property damage; if we are entitled to further claims to compensation for damage, they shall remain unaffected.

8. Design Protection and Protection Rights

- 8.1 To the extent that the ordered parts are of supplier's own design, the supplier shall undertake not to supply or offer them to another side either now or later. Models, drawings, samples and the like that we make available to the supplier for carrying out a purchase order shall remain our property and shall be returned when the order is finished with notification.
- 8.2 The supplier shall be liable to us for the rights of third parties not being violated in connection with its supplies and the supplier is cognizant of the fact that we sell the final products throughout the world.



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- 8.3 If a third party asserts claims against us for this reason, the supplier shall undertake to exempt us from said claims at first written request. We shall not be entitled to make any agreements with said third party, in particular to conclude a settlement, without the consent of the supplier.
- 8.4 The supplier's obligation to exempt shall relate to all expenditures we would necessarily incur in connection with a claim being asserted by a third party.

9. Reservation of Title and Materials Provided

- 9.1 We shall not recognise an extended or expanded reservation of title on the side of the supplier with reference to the goods supplied to us.
- 9.2 Materials or parts provided by us shall remain our property. They may only be used in the framework of our order. The supplier processes the materials and assembles the parts for us. If our materials and parts are connected, mixed or processed with other objects not belonging to us, we shall acquire co-ownership of the other thing at the ratio of the value of our materials and parts to the other processed objects at the time of connecting, mixing or processing. If the thing of the supplier shall be considered the main thing, it shall be deemed as agreed to that the supplier transfers co-ownership to us on a pro-rata basis. The supplier shall preserve our sole property and the co-property for us at no charge.

10. General Provisions

- 10.1 The supplier shall not be entitled to pass on the purchase order to third parties without our prior permission.
- 10.2 We shall treat the supplier's personal data as per the Bundesdatenschutzgesetz (German Data Protection Law).
- 10.3 In the absence of any other explicit agreement, the place of performance for the supply obligation shall be the delivery address or place of usage requested by us. The place of performance shall be our place of business for all other obligations of both parts.



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- 10.4 Venue shall be our place of business. However, we shall also be entitled to lodge civil action against the supplier at its legal venue.
- 10.5 This contract shall be governed by the law of the Federal Republic of Germany excluding the conflict of laws, the uniform UN Convention on the International Sales of Goods or miscellaneous conventions on the law of the sales of goods.
- 10.6 Should individual provisions be invalid or lose their validity by a circumstance occurring later, this shall not affect the validity of the other provisions.

Unna, 01.09.2005



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