

General Terms and Conditions of Purchase of Inter Metals GmbH

§ 1 General, scope

(1) All deliveries, services and offers from the suppliers of Inter Metals GmbH (hereinafter also referred to as "Metals" or "the Buyer" or "we") will only take place on the basis of these General Terms and Conditions (hereinafter also referred to as: "GTCs"). These GTCs form an integral part of all contracts which Metals concludes with its contractual partners (hereinafter also referred to as "the Supplier" or "the Seller") in relation to the deliveries or services which they offer. They also apply to all future deliveries, services and offers made to Metals, even if they were not agreed separately.

(2) Only the GTCs of Metals apply. Any different, conflicting or supplemental General Terms and Conditions of the Supplier will only apply as an integral part of the contract if we have explicitly consented to their applicability. This consent requirement applies in all cases. For example, even if Metals refers to a written communication containing the general terms and conditions of the Supplier or a third party or makes reference to such general terms and conditions, this does not constitute any agreement with the applicability of any such general terms and conditions.

(4) In any event individual agreements made with the Supplier in particular cases (including sub-agreements, supplements and amendments) will take precedence over these GTCs.

(5) Any material statements and reports which the Supplier submits to Metals after the contract has been concluded (e.g. deadlines, notice of defects, statement of cancellation or reduction) will only be effective if they are submitted in writing.

(6) Any references to the applicability of statutory provisions are only made for the purpose of clarification.

(7) The GTCs only apply if the Supplying Business Owner (§ 14 of the German Code of Civil Procedure ("GCCP")), is a juridical person under public law or a special fund under public law.

§ 2 Orders and assignments

(1) Insofar as our offers do not explicitly contain a period of commitment, we will be bound by a period of one week after the date of the offer. With regard to prompt acceptance, the date on which we receive the declaration of acceptance is the deciding factor.

(2) At the earliest, our order will become binding on written confirmation or on delivery. The Seller must draw our attention to any obvious errors (e.g. typing and calculation errors) and incompleteness in the order, including the order documents, for the purpose of correction and/or completion prior to acceptance; otherwise, the contract will be deemed not to have been concluded.

(3) The Seller is required to confirm our order in writing within a period of 7 days or, in particular, by having the good shipped without any reservation (acceptance). Instances of late acceptance are deemed to be new quotes and require our acceptance.

(4) We are entitled to change the time and place of delivery, as well as the type of packaging, at any time by way of written notification, with due observance of a period of at least 10 calendar days prior to the agreed delivery date. The same applies to changes to product specifications, insofar as they can be implemented in the context of the Supplier's normal production process, without any considerable additional cost and in these cases the period of notice is at least 3 weeks, in accordance with the previous sentence. We will reimburse the Supplier for any evidenced and reasonable additional costs which arise due to such changes. If such changes result in delays in delivery which cannot be avoided in the normal course of the Supplier's production and operations, even with reasonable effort, the delivery date that was originally agreed will be changed accordingly. The Supplier will notify us promptly, in writing, of any additional costs or delays in delivery that could be expected on the basis of a careful assessment, albeit at least within 5 work days of receiving our notification, in accordance with paragraph 1.

(5) We are entitled to terminate the contract at any time by way of a written statement, stating the reason, if we can no longer use the products ordered in our operations due to circumstances which arose after the contract was concluded. In that case we will compensate the Supplier for the partial services which he has provided.

§ 3 Prices, payment conditions, billing details

(1) The price listed in the order is binding. All prices include the statutory VAT, if it is not listed separately.

(2) In particular cases, unless otherwise agreed, the price includes all of the Seller's services and ancillary services (e.g. assembly, installation) and all additional costs (e.g. proper packaging, transport costs, including any transport and liability insurance). The Seller must take back packaging material at our request.

(3) Unless otherwise agreed, we will pay the purchase price within 14 days of the delivery of the good/service and receipt of the invoice, with a deduction of 3%, or within 30 days net. With regard to the promptness of the payments we owe, the receipt of our transfer request by our bank will suffice.

(4) Our order number, the item numbers, delivery quantities and delivery address must be listed in all assignment confirmations, delivery documents and invoices. If one or more of these details are missing and this results in a delay in processing in the context of our normal business dealings, the payment terms referred to in paragraph 3 will be extended by the period of the delay.

(5) We will not owe any late interest. The annual interest on arrears is 5 percentage points above the basic interest rate. The statutory provisions apply to the occurrence of our default; in any event, if there is any deviation from this, a written demand is required from the Seller.

(6) Insofar as provided by law, we are entitled to the rights of set-off and retention and to object to the failure to perform the contract. We are particularly entitled to withhold payments due for as long as we still have claims against the Seller based on incomplete or defective services.

§ 4 Delivery time, delivery, delivery delays, transfer of risk, delay in acceptance

(1) The delivery time which we specified in the order or any other delivery time which is decisive in accordance with these General Terms and Conditions (delivery date or delivery deadline) is binding. Early deliveries are only permissible with our written consent.

(2) The Supplier is obliged to inform us immediately, in writing, if circumstances arise or become identifiable which make it impossible for the delivery time to be met.

(3) If the latest date on which the delivery must be made is determined on the basis of the contract, then the Supplier will be in default after this day passes, without this requiring a demand from us.

(4) In the event of a delay in delivery, we are entitled to all statutory rights, including the right of cancellation and the right to compensation of damages, instead of the service, after the unsuccessful expiry of a reasonable grace period.

(5) In the event of delays in delivery following prior written warning to the Supplier, we are entitled to demand a contractual penalty in the amount of 0.5% of the order value for each week or portion thereof of the delay to a maximum of 5%. We are entitled to demand the contractual penalty in addition to performance and, as a minimum amount, compensation of damages owed by the Seller, in accordance with the statutory provisions; this will not affect the enforcement of further damage claims. The contractual penalty is to be offset against the damages for delays to be reimbursed by the Supplier. If we accept the late service, we will enforce the contractual penalty by the final payment at the latest.

(6) The supplier is not entitled to make partial deliveries without our prior written consent.

(7) The Seller is not entitled to have third parties (e.g. sub-contractors) perform any work that is owed without our prior written consent. The Seller bears the procurement risk for its services, unless otherwise agreed in particular cases (e.g. sale of goods in stock).

(8) Deliveries will be made within Germany, free of charge, to the location specified in the order. If the destination has not been specified and no other agreement was made, then the delivery must be made to our Ochtrup office. The relevant destination is also the place of performance (debt discharged at creditor's domicile).

(9) The statutory provisions apply to the start of our acceptance default. In that case, however, the Seller must explicitly offer us its services, if a certain assignable calendar date was agreed for action or cooperation on our part (e.g. supply of materials). If we are in default of acceptance, the Seller may demand reimbursement of its additional costs in accordance with the statutory provisions (§ 304 GCCP). If the contract involves non-fungible goods to be produced by the Seller (individual production), then the Seller is only entitled to further rights if we have undertaken to cooperate and fail to cooperate.

(10) Even if shipment has been agreed, the risk is only transferred to us once the goods have been handed over to us at the agreed destination.

§ 5 Protection of ownership, retention of ownership

(1) We reserve the right of ownership or copyright to any orders, assignments and drawings, diagrams, calculations, descriptions or any other documents which we provided to the Supplier. The Supplier is not permitted to make them available to third parties or to use or reproduce them itself or via third parties without our explicit consent. It must return these documents to us in full, at our request, if it no longer requires them in its ordinary business activities or if negotiations do not lead to the conclusion of a contract. In this case any copies of these provided to the Supplier must be destroyed; the only exception to this is retention in the context of statutory retention obligations as the storage of data for security purposes in the context of normal data security.

(2) Any tools, equipment or models which we provide to the Supplier or which are provided for the purposes of the contract and charged to us separately by the Supplier will remain our property or will become our property. The Supplier must indicate that they are our property, store them carefully, protect them from damage of any kind and only use them for the purposes of the contract. Unless otherwise agreed, each contractual partner will bear half of the cost of their maintenance and repair. However, insofar as these costs can be traced back to defects in such items manufactured by the Supplier or to improper use by the Supplier, its employees or other agents, they are to be borne by the Supplier alone. The Supplier will notify us immediately of any significant damage to these objects. If requested, it is obligated to issue us with the objects in good condition if it no longer requires them to perform the contracts concluded with us.

(3) The Seller intends to process, mix or connect (further process) additional items which we order, on our behalf. The same applies if we process the goods delivered any further, which would make us the manufacturer and we would only acquire ownership of the product on further processing at the latest, in accordance with the statutory provisions.

(4) Ownership of the goods must be transferred to us absolutely, regardless of payment of the price. In particular cases, however, if we accept an offer from the Seller for transfer of ownership that is conditional on payment of the purchase price, the Seller's retention of ownership will expire at the latest on payment of the purchase price for the delivered good. In the context of regular business activities, we are still authorised to re-sell the good prior to

payment of the purchase price by assigning the resulting claim in advance (otherwise enforcement of the simple retention of ownership extends to the re-sale). In any event this excludes all other forms of retention of ownership, in particular the retention of ownership extended, to further processing or prolonged or passed on retention of ownership.

§ 6 Defective delivery

(1) In the event of defects, we are entitled to all of legal claims. However, in derogation of this, the warranty period is 36 months.

(2) In accordance with the statutory provisions, the Seller undertakes in particular that the goods have all the agreed properties on transfer of the risk to us. In any event, those product descriptions which – in particular, by way of notation or reference in our order – are the object of the contract in question or are incorporated into the contract in a similar fashion to these GTCs. In that respect it does not matter whether the product description comes from us, from the Seller or from the manufacturer.

(3) In derogation of § 442 (1) p. 2 GCCP we are also entitled to all claims in respect of defects if we remained unaware of the defect on conclusion of the contract as a result of gross negligence.

(4) The statutory provisions on the commercial obligation to inspect and report (§§ 377, 381 of the German Commercial Code ("GCC")) apply, with the following stipulation: Our inspection obligation is limited to those defects which are evident during our incoming goods inspection, with external examination, including delivery documents, and during our quality control using random samples (e.g. transport damage, incorrect delivery and under-delivery). Once an acceptance has been agreed, there is no inspection obligation. Incidentally, it depends on the extent to which an inspection is feasible, taking into account the circumstances of particular cases, in the ordinary course of business.

This does not affect our obligation to report defects discovered subsequently. In all cases our report (notice of defects) will be deemed to be immediate and prompt if the Seller receives it within 7 work days.

(5) Those costs which are incurred by the Seller for the purpose of inspection and subsequent improvement (including any removal and installation costs) will also be borne by the Seller if it turns out that there was in fact no defect. This will not affect our liability for reimbursement of damages in the event of an unjustified claim to remedy defects; however, we will only be liable to the extent that we acknowledged or, with gross negligence, failed to acknowledge, that there was no defect.

(6) If the Seller fails to comply with its duty of subsequent performance – by remedying the defect (subsequent improvement) or by delivering an object free from defects (replacement delivery), all this at our discretion – within a reasonable deadline set by us, then we can remedy the defect ourselves and demand from the Seller the reimbursement of the necessary costs and/or an appropriate advance in respect of this. If the subsequent performance by the

Seller fails or if it is unacceptable to us (e.g. due to special urgency, operating safety being jeopardised or the imminent occurrence of disproportionate damages), then there is no need to set a deadline; we will inform the Seller of such circumstances immediately or, if possible, beforehand.

(7) Incidentally, in the event of a defect in the goods or a defect of title, then in accordance with the statutory provisions, we are entitled to a reduction in the purchase price or to cancellation of the contract. Furthermore, in accordance with the statutory provisions, we are entitled to compensation of damages and costs.

(8) We do not waive claims for defects by accepting the delivery or by approving of models or samples that are submitted.

(9) On receipt of our written notice of defects by the Supplier, the completion of the warranty period is postponed until the Supplier rejects our claims or declares the defect to be remedied or otherwise discontinues negotiations about our claims. In the event of replacement deliveries and remedy of defects, the limitation period for replaced or remedied (subsequently improved) parts will recommence, unless we must assume, based on the Supplier's actions, that it did not consider itself obligated to take the measure but rather only undertook the replacement delivery or remedy of defects for reasons of considerateness or for similar reasons.

§ 7 Product liability

(1) The Supplier is responsible for all claims enforced by third parties on account of personal injury or damage to property which can be traced back to a product which it delivered and it is obligated to exempt us from the resulting liability. If we are obligated to recall from third parties a product delivered by the Supplier due to a defect, the Supplier will bear all costs associated with the recall.

(2) The Supplier is obligated to maintain, at its own expense, a product liability insurance policy with an insured sum of at least EUR 5,000,000.00 which, insofar as no other agreement was made in particular cases, does not need to cover the risk of recall or criminal or similar damages. The Supplier will send us a copy of the mandatory liability insurance policy at any time at our request.

§ 8 Supplier's recourse

(1) We are entitled to all of our legally determined rights of recourse within a supply chain (Supplier's recourse, in accordance with §§ 478, 479 GCCP), in addition to our claims for defects. We are particularly entitled to demand from the Seller the exact type of subsequent performance (subsequent improvement or replacement delivery) which we owe our customer in a particular case. This will not limit our statutory right to choose (§ 439 (1) GCCP).

(2) Before we acknowledge or comply with a claim enforced by our customer (including reimbursement of costs in accordance with §§ 478 (3), 439 (2) GCCP), we will notify the

Seller and request a written statement on its point of view by providing a brief explanation on the facts of the case. If the statement is not forthcoming within a reasonable period of time and if no acceptable solution is found, then the claim for any defect which we have actually granted to our customer will be deemed to be owed by the Seller to our customer; in this case the burden of proof is on the Seller.

(3) Our claims for Supplier's recourse will also apply if the goods were further processed by us or by our customer before they were sold to a consumer, e.g. if they were incorporated into another product.

§ 9 Property rights

(1) In accordance with art § 9 paragraph 2, the Supplier undertakes that the products which it delivers do not infringe on any of the industrial property rights of third parties in Member States of the European Union or in other countries in which it manufactures the products or has the products manufactured.

(2) The Supplier is obligated to exempt us from all claims which third parties may make against us do to the infringement on industrial property rights referred to in paragraph 1 and to reimburse us for all necessary costs associated with such claims. This claim exists independently of a fault on the part of the Supplier.

(3) This will not affect our further statutory claims on account of defects of title to the products delivered to us.

§ 10 Replacement parts

(1) The Supplier is obligated to retain replacement parts for the products delivered to us for a period of at least 5 years after delivery.

(2) If the Supplier intends to discontinue production of replacement parts for the products delivered to us, it will notify us of this immediately after a decision has been made on discontinuation. Subject to art § 10 paragraph 1, this decision must be at least 6 months prior to the discontinuation of production.

§ 11 Confidentiality

(1) The Supplier is obligated to keep secret the terms and conditions of the order, as well as all information and documents provided for this purpose (with the exception of information available to the public) for a period of 3 years after conclusion of the contract and to only use them to process the order. On request, it will return them to us immediately after dealing with any requests or completing orders.

(2) The Supplier is not permitted to refer to our business relationship in advertising materials, brochures, etc. or to exhibit items delivered for us without our prior written consent.

(3) The Supplier will obligate its sub-suppliers in accordance with this § 11.

§ 12 Assignment

The Supplier is not entitled to give up its claims arising from this contractual relationship to third parties. This does not apply, insofar as monetary claims are concerned.

§ 13 Limitation period

(1) The mutual claims of the contractual parties will expire in accordance with the statutory provisions, unless otherwise subsequently agreed.

(2) In derogation of § 438 (1) (3) GCCP, the general period of limitation for claims for defects is 3 years from transfer of risk. Once a sale has been agreed, the limitation period commences with the sale. Accordingly, the three-year limitation period also applies to claims for defects of title and this will not affect statutory limitation period for third party claims for defects (§ 438 (1) (1) GCCP); furthermore, third party claims for defects of title will not expire under any circumstances, as long as the third party – in particular, in the absence of limitation – can still enforce the right against us.

(3) The limitation periods for purchase rights, including the above-mentioned extension – within the scope of the law – apply to all contractual claims for defects. Insofar as we are also entitled to extra-contractual claims for compensation of damages, the regular statutory limitation applies (§§ 195, 199 GCCP), if the application of the limitation periods for the purchase rights does not lead to a longer limitation period in individual cases.

§ 14 Applicable law and legal venue

(1) These GTCs and all legal relationships between Metals and the Supplier are governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on the International Sale of Goods.

(2) If the Supplier is a merchant, as defined in the German Commercial Code or a juridical person under public law or a special fund under public law, the sole legal venue for all disputes arising indirectly or directly from the contractual relationship – also internationally – is the domicile of the Buyer. However, we are also entitled to lodge complaints in the Supplier's regular legal venue.

(3) This translation of the German original GTCs is provided as a service only: in case of dispute, the original German version always takes precedence.

Note:

The Supplier has noted that Metals stores data from the contractual relationship, in accordance with § 28 of the German Data Protection Act, for the purposes of data processing and Metals reserves the right to disclose the said data to third parties (e.g. insurance companies), insofar as this is required to perform the contract.