

Buderus Edelstahl GmbH, Wetzlar - General Terms and Conditions

A. General Provisions

I. Conclusion of a Contract

1. Our deliveries and services shall be made – provided the buyer is a business owner, legal entity under public law or special fund under public law – exclusively subject to the following conditions. Conflicting or differing purchasing conditions of the buyer shall not apply, except in individual cases, where we explicitly expressed our agreement in writing to such conditions. These terms and conditions shall apply in their respective version as a framework agreement for future contracts on the sale or delivery of goods concluded with the same buyer, without the necessity to point out the terms and conditions in each individual case. We will inform the buyer immediately about any modification of our terms. In any case, individual agreements entered into with the buyer (incl. additional agreements, supplements, and modifications) shall take precedence over these terms and conditions. The contents of such agreements shall be defined by a written contract or, respectively, by our confirmation in writing.

2. Our offers shall be without obligation and non-binding. This shall apply, even if we provided the buyer with catalogues, technical documents (e.g. drawings, plans, calculations, DIN standard references), other product descriptions or documents – also in electronic form – to all of which we retain the rights of title and copyright.

3. Offers submitted by the buyer shall only be considered accepted upon our explicit declaration. Not answering to such an offer cannot be construed as an acceptance of such offer. The same shall apply for all commercial correspondence of confirmation submitted via electronic media, except both sides have agreed to use the electronic media for submitting such documents in their business relations and the submission of such documents is made to the recipient explicitly designated to receive such declarations.

4. Declarations of the parties directed towards the conclusion, modification or termination of contracts must be made in writing; however, a qualified electronic signature shall not be required, unless the parties did not agree otherwise. This written form requirement may only be rendered ineffective in writing. The same shall apply for any and all legally relevant declarations and notifications the buyer is required to make towards us after conclusion of the contract (e.g. deadline setting, notification of defects, declarations of withdrawal or depreciation).

II. Prices, Payment Terms

1. Unless agreed otherwise, our prices are quoted in accordance with the terms of the price list valid at the time of the contract conclusion. Prices shall be ex works (Incoterms 2010), plus the allowances for scrap and alloys, freight costs, customs duties, import charges, insurance, and VAT valid on the day of the delivery. The VAT will be invoiced at the rate valid on the day when the service is rendered.

2. Unless agreed otherwise, the sales price shall be paid at the latest on the 15th day of the month following the delivery ex works or ex warehouse.

3. If it was agreed that the goods shall be authorized for shipment by the buyer within a certain period following our declaration of readiness for shipment (call-up), we shall have the right to invoice the goods with the date of readiness for shipment. In that case the sales price shall be payable 30 days after the date of the invoice. We will reserve the rights of clause A.II.5.

4. Unless agreed otherwise, payment shall be made without deduction in a way that the amount in question is at our disposal on the due date. The buyer shall only have the right to offset the payment against undisputed or legally ascertained claims. He shall only have a right of retention as far as it is based on the same contract. We shall not be bound to the performance of the contract if the buyer fails to perform his contractual obligations and, in particular, fails to pay outstanding invoices.

5. Interest shall be charged for late payment in the amount of 8 % points above the prime rate in acc. with § 247 paragraph 1 BGB.

6. If there are indications after conclusion of the contract that our entitlement to the purchase price is at risk through insufficient ability of the buyer to pay (e.g. by an application for opening of insolvency proceedings) then, according to the statutory regulations, we are entitled to refuse service and – if applicable after setting a reasonable deadline – to cancel the contract (§ 321 BGB). In case of contracts concerning the production of unreasonable objects (individual productions) we can declare the cancellation immediately; the statutory regulations concerning the lack of necessity to set a deadline remain unaffected.

7. In the cases of clause 5 and clause A.IV.8, we shall have the right to revoke the authorization to collect (clause A.IV.7.) and demand advance payments for outstanding deliveries.

8. The legal consequences described in clause 5 and clause A.IV. 8 may be avoided by the buyer by the provision of security in the amount of the payment due.

If, in the events set out in clause 5 or clause A.IV.8, the buyer neither provides advance payment nor reasonable security, we are entitled to exercise our right of withdrawal, excluding any claims for compensation on the part of the buyer.

9. The statutory provisions governing payment default shall remain unaffected.

III. Securities

We are entitled to securities for our receivables of the usual type and extent, even if they are conditional or temporary.

IV. Retention of Title

1. All goods supplied shall remain our property (goods subject to retention of title) until all claims arising from the business relationship have been satisfied including, in particular, the respective balance claims we are entitled to receive within the scope of the business relations. This shall also apply to any and all future and conditional claims.

2. The processing of goods subject to retention of title shall be carried out for our company as the manufacturer in the sense of § 950 BGB, without our obligation. The processed goods shall be deemed to be subject to retention of title as defined under item 1.

3. When goods subject to retention of title are processed, combined or mixed with other goods by the buyer, we shall be entitled to joint ownership of the new item to the extent of the invoice value of the goods subject to retention of title, as a proportion of the invoice value of the other goods used. If, due to the combination, mixing or processing our ownership lapses, then the buyer hereby transfers to us the proprietary rights to which we are entitled to the new assets or goods, to the extent of the invoice value of the goods and materials subject to retention of title, and the buyer shall safeguard the new assets or goods for us free of charge. The co-ownership rights created hereafter shall be deemed to be goods subject to retention of title as defined under item 1.

4. The buyer may sell the goods subject to retention of title only in the course of normal business, in accordance with his normal terms and conditions, and as long as the buyer is not in default, provided, however, he makes an agreement on the retention of title with his own buyer and the claims arising from the resale are transferred to us in accordance with clause 5

and 6. The buyer shall not be entitled to dispose of the goods subject to retention of title in any other way. Resale within the meaning of this clause A.IV. shall also include use of the goods subject to retention of title in order to fulfill contracts for work.

5. All claims and rights of the buyer arising from the resale of goods subject to retention of title are hereby assigned to us. They shall serve as security to the same extent as the goods subject to retention of title in the sense of clause 1.

6. If goods subject to retention of title are sold by the buyer together with other goods, the claims arising from the resale will be assigned to us in the same proportion as that between the invoice value of the goods subject to retention and the invoice value of the other goods used. In case of the resale of goods to which we have co-ownership rights pursuant to clause 3 hereof, a portion of the accounts receivable shall be assigned to us in compliance with our respective share of co-ownership.

7. The buyer shall be entitled to collect claims arising from the resale, unless we elect to revoke this right in the cases stated in clauses A. II. 5. and A.IV.8. The buyer shall upon our request be obliged to inform his customers immediately of the assignment to us – provided we do not provide the information on our own account – and provide us with the documentation required for the collection.

In no case whatsoever shall the buyer have the authorization to assign any claims.

8. Should the customer be in default of payment and such indicates a risk to the capability of realizing a substantial portion of the accounts receivable, then we shall be entitled to prohibit the further processing of the goods already delivered by us, to retrieve the goods and, if applicable, to access the business operations of the customer for this purpose.

9. The customer must notify us of any seizure or other encroachments of the rights to the supplied goods by third parties without delay.

10. If the value of the existing securities exceeds the secured receivables by more than 10%, we shall be obliged upon request of the buyer to release some of the securities at our own discretion.

V. Transfer Pricing

On the basis of the authorizations we have been granted by companies affiliated with us in the sense of the German Stock Corporation Act, we shall be entitled to offset all claims with and against due, non-due and future claims to which we or in which we have at least a direct or indirect 50% share, or which at least hold a direct or indirect 50% interest against the buyer or, respectively, the buyer has against one of the above mentioned corporations. The buyer shall be informed about the status of such interests on request. The buyer agrees that all securities offered to us shall also serve to secure the accounts receivable due to the companies mentioned in phrase 1 above from the buyer. Conversely, all securities which the buyer has provided to these companies shall also serve to secure claims made by us against the buyer – irrespective of the legal foundation on which they are based.

B. Performance of Delivery

I. Delivery Periods and Delivery Dates

1. The delivery period shall commence with the date of our order confirmation, however, not until all order details have been fully clarified; the same shall apply to the delivery dates.

All delivery periods and dates shall be subject to a reservation of an unforeseeable disruption of production and a timely, correct and sufficient supply of the required raw materials and, as far as commercial goods are concerned, to the availability and timely delivery of the same.

2. If the buyer fails to timely perform any contractual duties, including his duty to provide assistance or any auxiliary duties – such as the provision of a letter of credit, the obtaining of domestic or foreign certificates, the provision of advance payments or any similar matter, we shall be entitled to extend our delivery periods and dates – our rights with respect to the default of the buyer notwithstanding – in accordance with the requirements of our production.

3. The date of shipment ex works shall be decisive for the observation of delivery periods and dates.

4. If we fail to comply with an agreed delivery date on grounds for which we bear responsibility, the buyer shall provide a reasonable extension of the original period for delivery in writing. This grace period shall be at least two weeks. If, upon expiry of this grace period, delivery is not made and the buyer desires to rescind the contract for this reason or claim damages instead of performance, he shall be obliged, in view of the typical long lead times in this industry, to advise us in advance of this fact in writing, by explicitly demanding performance in combination with an additional reasonable extension. Upon our request, the buyer shall be obliged to declare within a reasonable period, whether he will withdraw from the contract due to the delay of the performance and/or demand compensation instead of the performance or whether he will insist on the performance. After unsuccessful expiration of the period the claim to fulfillment shall be excluded. Setting an additional grace period with a refusal to accept shall not be required in case of a final refusal of performance from our side.

5. In the event of delayed performance we shall only be liable for damages and costs caused by or in connection with the delayed performance evidenced by the buyer, if we fail to meet delivery dates and periods agreed in binding; in this context our liability shall be defined in accordance with the provisions in section C.

Without prejudice of the buyer's legal obligation to minimize losses, the buyer shall especially be obliged to give written notice of all impending losses due to the default. We will reserve the right to suggest covering purchase possibilities to the buyer.

II. Force Majeure

In cases of force majeure the contractual obligations of both parties shall rest and the deadlines and periods for the performance of contractual obligations shall be postponed accordingly; cases of force majeure include labor disputes in our own facilities or at external companies, transport delays, machine breakdowns, acts by the government as well as any other circumstance due to reasons outside the responsibility of either of the contracting parties or cases where our sub-suppliers fail to make a timely or proper delivery due to the aforementioned reasons. The other contractual party must be notified without delay in the event of force majeure. Both parties to the contract shall be entitled to withdraw from the contract six weeks after receiving such notification at the earliest. The rights of the buyer to withdraw under B.I.7 shall remain intact.

III. Dimensions, Weight, Quality, Tools

1. Deviations in dimension, weight, number, quantity and quality shall be permissible within the scope of DIN standards or applicable regulations. Weights shall be determined using our own calibrated balances and shall be decisive for invoicing. The weight shall be verified by submitting the weighing slip. Where, in accordance with trade usage, the goods are not weighed piece by piece, the total weight of the shipment shall apply. Any variances from the calculated individual weights will be distributed proportionally to the same. The buyer shall

have the right to establish that any weighing procedure undertaken by us is incorrect. If calculated weights apply, an extra charge in the customary amount will become payable.

2. If the construction or provision of forging dies or other tools (together subsequently designated as "tools") is agreed, this shall not be considered to constitute a major contractual obligation. The tools shall be made available to us free of charge and in a timely manner. Tools manufactured by us following an agreement with the buyer shall remain our exclusive property and will not be handed over, even though the buyer may have paid for part of the tool. We shall only be liable for the deterioration or loss of such tools in the cases mentioned in clause C. We shall have the right to destroy any tools that were not picked up despite issuing a respective request and a reasonable period to do so free of charge and without compensation whatsoever.

We will store any tools free of charge for a period of three years following the last shipment to the buyer. Thereupon we will request the buyer in writing to make a statement on the further use of these tools within a period of six weeks. Our duty to store the tools shall end when, upon expiry of the six weeks period, the buyer made no statement whatsoever about the use of the tools or failed to place a new order. Should the buyer request longer storage obligations, we shall have the right to invoice the costs to the buyer accordingly.

IV. Shipping, Packing and Transfer of Risk

1. In case the buyer does not pick up the goods himself, we will determine the transport agency or freight forwarder. We will respect existing routing orders of the buyer, provided such routes are not unacceptable for us.

2. If the loading or transport of the goods or, in case of an agreed pick-up, pick-up of the goods is delayed for reasons for which the buyer is responsible, we shall have the right to store the goods at our own discretion at the expense and the risk of the buyer, to take all measures we consider necessary to preserve the goods and to invoice the goods as delivered.

The same shall apply in case goods reported ready for shipment or pick-up are not called up or picked up within a period of four days. The statutory regulations regarding the default of acceptance shall remain intact.

3. If and insofar as this is customary we shall deliver the goods packed. At the discretion of the customer we deliver the goods in non-returnable or returnable packaging. By special agreement we will protect the goods against possible corrosion. Non-returnable packaging such as wooden crates or cardboard boxes will be invoiced at the original costs and may not be returned. Returnable and mesh box pallets, pallets with stacking frames and covers, containers and cassettes shall remain our property and must be returned immediately and free of charge and free of freight costs to the point of delivery. Packaging for transportation purposes beyond that or any additional special protection, e.g. for prolonged storage or warehousing, shall require an express agreement.

4. Empties provided by the buyer (Euro boxes, pallets etc.) may be used in the scope of an exchange of empties. Unless agreed otherwise, we will use empties in the same manner, quantity and quality. If we use our own empties without having received any empties from the buyer, the buyer shall be obliged to return empties in the same manner, quantity and quality.

5. With the handover of the goods to the transport agent or freight forwarder or, in case of a pickup, to the buyer, at the latest, however, when the goods leave our facilities or warehouse, the transfer of risk will be transferred to the buyer.

V. Rights in case of Material Defects or Defects in Title

1. Our deliveries and services comply with the applicable German regulations and standards. We will not assume responsibility for the compliance with other national regulations. Where the goods are to be used in other countries it is the responsibility of the buyer to ensure that the goods are in conformity with the relevant statutory regulations and standards and make the required adjustments if necessary.

2. The buyer may not claim any rights due to defects of our delivery and service which do not impair the value or fitness of the delivery or service for the intended purpose.

3. In the event of justified defect claims with respect to the delivered goods or services and provided the buyer has duly complied with his inspection and complaint obligations pursuant to § 377 of the German Commercial Code, we reserve the right, solely at our discretion, to either replace or repair the goods (subsequent performance). For that purpose the buyer shall grant us a reasonable period of at least 15 working days.

4. If the buyer issues a defect claim with respect to our delivery, he shall undertake to provide us with the opportunity to inspect the claimed goods without delay; upon our request the claimed goods or a sample thereof shall be made available to us at our own expense.

5. The buyer may demand compensation for the expenses required for the subsequent performance, provided a defect really exists and expenses will not increase, because the object of the delivery has subsequently been shipped to a place other than the original place of delivery, unless the shipment is in compliance with the intended purpose. If the buyer's demand for the correction of a defect proves to be unwarranted, we shall have the right to demand compensation for the costs incurred in this respect from the buyer.

6. If the subsequent performance fails, the buyer is entitled to reduce the price of the goods or withdraw from the contract. However, the withdrawal from the contract shall only be permissible if the buyer prior thereto sets a final and reasonable deadline in writing expressly indicating his intentions.

7. The limitation period for the claims settled in clauses B. V. and C. shall be one year. This shall not apply to the cases settled in clause C.2 (liability in case of intent, gross negligence,

fraudulent concealment of a defect or assumption of a warranty for the quality of goods, in case of personal injury and in accordance with the German Product Liability Act) and where longer statutory periods apply in accordance with § 438 para. 1 no. 2 BGB (buildings and items used for a building), § 479 para. 1 BGB (right of recourse) and § 634a para. 1 no. 2 BGB (construction defects).

8. Rights of recourse of the buyer in accordance with § 478 BGB against our company shall be limited to the legal scope of claims for defects by third parties against the buyer and shall be subject to the condition that the buyer met his obligation to notify defects to us pursuant to § 377 of the German Commercial Code (HGB).

C. General Limitations of Liability

1. Insofar as not otherwise regulated in the present terms and conditions claims of the buyer in excess of the regulations in B.V. – irrespective of the legal grounds – shall be excluded. Therefore we cannot be held liable for damages that did not occur on the goods themselves; in particular, we are not liable for lost profits or other financial losses of the buyer. In the event that our liability should be excluded or limited, the same shall also apply to the personal liability of our employees, legal representatives and agents.

2. The aforementioned limitations of liability shall not apply in the event that the reason for the damage claim is based on intent or gross negligence, in case of personal injury, a damage claim is based on the German Product Liability Act or as far as we assumed a respective warranty.

3. In the event of property damages and financial losses caused by negligence we (as well as our agents) shall only be liable for the violation of a major contractual obligation, however, only up to the amount of the typically foreseeable damages at the time of entering into the contract; major contractual obligations shall be those the compliance of which form the essential portion of the contract and the buyer may safely trust to be fulfilled.

4. Furthermore, our liability for damages shall be excluded.

D. Other

I. Export Certificate

Should any buyer resident outside the Federal Republic of Germany (extraterritorial customer) or a person authorized by him collect goods and transport or ship them to that foreign country, the buyer shall provide us with the necessary export certificate for tax related purposes. Failure to provide this certificate will result in the buyer's obligation to pay the sales tax on the invoiced amount for the export shipment applying to deliveries in the Federal Republic of German.

II. Export Controls

The conclusion of the present contract is subject to the condition that all necessary export licenses are granted and no prohibitive restrictions are imposed by the German foreign trade regulations or other binding provisions to this effect.

The buyer is aware and shall fully comply with all national and international export and re-export control laws and regulations, sanctions and embargoes, as amended from time to time, including without limitation, any restrictions on domestic transactions, brokering services and anti-circumvention prohibitions, that apply directly or indirectly to its activities (including re-sale of our products), as well as voestalpine Group's internal resolutions - to the extent made available to the buyer - in regard to the supply of products or services to specified countries, specified end users or for specified end uses.

III. Applicable Law, Place of Performance and Jurisdiction

The laws of the Federal Republic of Germany shall apply.

Place of performance and jurisdiction shall be Wetzlar for both parts of the contract. We shall also be entitled to bring an action against the buyer at his general place of jurisdiction.

IV. Assignment

Rights and obligations arising from the contractual relationship may only be assigned to third parties with our explicit agreement in writing; § 354a HGB notwithstanding.

V. Data Protection

As far as necessary we shall be authorized to store and process the buyer's data within the scope of the applicable laws of data protection (especially § 28 BDSG) in our IT.

VI. Partial Invalidity

In the event that individual provisions of this contract be or become inoperative, this will not affect the validity of this contract as a whole. The invalid or inoperative provisions shall be replaced by the parties with a valid and operative provision that is as close as possible to the intention of the invalid or inoperative original provision. The above provisions shall apply in the event the contract is found to be incomplete.

Version: 10.08.2016