

General Terms and Conditions of Purchase (GPT&C) of thyssenkrupp Materials Trading GmbH

1. The purchaser's terms and conditions of purchase shall apply exclusively to all, including future, orders of goods, services and works as well as their handling. The purchaser does not recognize any deviating terms of the supplier, unless the purchaser expressly consents to the applicability of such terms in writing.
2. The Terms and Conditions of Purchase shall apply exclusively even in cases where the purchaser accepts or pays for the deliveries/services, although being aware of the fact that the supplier's terms contradict or deviate from these Terms and Conditions of Purchase.
3. The Incoterms, as amended from time to time, shall be authoritative for any interpretation of terms of trade.

I. Orders

1. Any orders shall only be binding if placed by the purchaser in writing. Any oral agreements, including subsequent changes of and amendments to these Terms and Conditions of Purchase, must be confirmed by the purchaser in writing in order to be effective.
2. For the duration of their applicability, cost quotes shall form a binding basis for any orders resulting therefrom. They shall not be remunerated, unless expressly agreed otherwise.
3. Any documents used by the supplier in the course of business operations with the purchaser must at least provide for the following: order number, commission number, work, place of receipt, complete article text/object description, quantities and quantity units as well as VAT ID no. (in the case of imports from the EU).

II. Prices

1. The prices are fixed prices. They include anything the supplier has to bring about in order to fulfill its delivery/service obligation.
2. In the case of pricing "free delivery", "free delivered" and other "free/prepaid" deliveries, the price shall include the freight and packaging costs. We will only pay for the packaging if and to the extent that remuneration in this respect has been expressly agreed.
3. In the case of delivery "freight forward", we will only bear the most favorable freight costs, unless we have specified a specific type of shipment.

III. Scope of delivery/services; title; rights of use

1. The scope of delivery/services shall, among others, include that
 - the supplier transfers the title to any and all technical documents (including for sub-suppliers), as well as to any other documents required for manufacture, maintenance and operation purposes, to the purchaser. These technical documents must be drafted in German and in accordance with the International System of Units SI;
 - the supplier grants to the purchaser the non-exclusive and irrevocable right, unlimited as to territory, time and content, to use all patentable deliveries/services in all known and unknown types of use; in particular, the purchaser is entitled to reproduce, process, distribute in unchanged and changed form, publicly broadcast by wire or wireless means, the deliveries/services without any restrictions, and to transfer to third parties, against or without remuneration, all contractually granted rights of use;
 - With respect to such deliveries/services, which the supplier individually prepares for the purchaser, the supplier grants to the purchaser exclusive rights of use and exploitation in the scope outlined above;
 - the supplier guarantees that it will strictly comply with the provisions of the German Act on Employees' Inventions (*Arbeitnehmererfindungsgesetz*) and will make use of the respective inventions in due time. This shall also apply to the extent that the supplier has no employees of its own, but employs third parties within the scope of admissible labor lease;
 - the purchaser has unrestricted authority to repair and change the delivery/service received on its own or have such repairs or changes made by third parties, and to produce spare parts on its own or have such parts produced by third parties.
2. If the agreed scope of delivery/service is to be modified, the supplier is only entitled to additional claims or changes in deadlines if a corresponding written supplementary agreement has been concluded with the purchaser before effecting delivery/service.
3. The quantities ordered shall be binding. In the event of excess deliveries/services, the purchaser is entitled to reject them at the supplier's expense and cost.

IV. Quality

The supplier shall set up and maintain a documented quality assurance system, which is suitable as to type and scope and state of the art. It shall prepare records, in particular regarding its quality checks, and provide the purchaser with such records upon request.

The supplier hereby consents to quality audits to have the effectiveness of its quality assurance system assessed by the purchaser or a person commissioned by the purchaser.

V. Delivery and service periods/dates

1. Any dates agreed shall be binding. If dates agreed are not met, the statutory provisions shall apply, unless otherwise provided for by these GPT&C. The period allowed for delivery shall commence on the date of the legally binding order, unless otherwise agreed in writing. If delivery/service is effected before the agreed date, the purchaser is entitled to reject delivery/service until it becomes due.
2. The time of receipt of the goods by the purchaser is authoritative for the purpose of complying with the delivery date or period, unless otherwise agreed in writing. This shall also apply to all shipping documents, operating instructions and other certificates forming part of the supplier's performance of delivery.
3. If the supplier comes to realize that an agreed date cannot be met, it shall notify the purchaser accordingly in writing without undue delay, stating the reasons and the expected duration of the delay. At the same time, the supplier shall suggest appropriate measures to the purchaser in order to avoid any consequences.
4. The unconditional acceptance of the delayed delivery/service shall not constitute a waiver of the claims for damages the purchaser is entitled to; this shall apply until the remuneration owed by the purchaser for the respective delivery/service has been paid in full.

VI. Delivery/service and storage, risk bearing

1. To the extent that the supplier and the purchaser agree that one of the international terms of trade ("Incoterms", as published by the International Chamber of Commerce (ICC)) shall apply to the contract, the respective current version shall be authoritative. They shall only apply in so far as they do not conflict with any provisions of these GPT&C and any other agreements made. Unless otherwise agreed in writing, the delivery/service shall be made DDP ("delivered duty paid", pursuant to Incoterms) to the place of delivery/service or use specified in the order. The supplier shall bear the risk of accidental loss and accidental deterioration, including for "free/prepaid" and "free delivery" deliveries, until the goods have been handed over at the place of destination.
2. The deliveries/services shall be effected to the delivery addresses specified. The delivery/service to a place of receipt other than the place of receipt specified by the purchaser shall not cause a transfer of risk to the detriment of the purchaser even if the delivery/service is accepted by such place. The supplier shall bear the purchaser's additional costs resulting from the delivery/service to a place of receipt other than the place of receipt agreed.
3. Partial deliveries/services shall be inadmissible, unless the purchaser has given its express consent. Partial deliveries/services shall be marked as such, delivery/service orders shall be submitted in triplicate.
4. Excess or short deliveries shall only be admissible within the ordinary course of business.
5. If weighing is required, the weight determined on the purchaser's calibrated scales shall be authoritative.
6. To the extent that the supplier is entitled to return the packaging necessary for the delivery/service, the delivery/service documents shall bear a clear reference to that effect. If the documents lack such reference, the purchaser shall dispose of the packaging at the supplier's costs; in this case, the supplier's claim for return of the packaging shall lapse.
7. Any items required to effect delivery/service may only be stored on the purchaser's premises on the allocated storage spaces. Until the transfer of risk of the overall order, the supplier shall bear full responsibility and the entire risk for such items.
8. During transport, the statutory provisions, in particular the provisions of the German Act on the Transport of Dangerous Goods (*Gesetz über die Beförderung gefährlicher Güter*) and the applicable ordinances on hazardous goods, including the respective exhibits and schedules, shall be observed.
9. In the case of deliveries by rail, the declaration of the goods in the consignment note shall be made in accordance with the currently applicable railway provisions. Any costs and damage resulting from incorrect or missing declarations shall be borne by the supplier.
10. The supplier/service provider shall have the receipt of consignments confirmed in writing by the place of receipt specified.
11. The supplier shall bear the risk of accidental loss and accidental deterioration, including for "free/prepaid" and "free delivery" deliveries, until the goods have been handed over at the place of destination.
12. Unless otherwise agreed in writing, the supplier shall bear the packaging costs. If the supplier bears the packaging costs in the individual case, the purchaser shall be charged for such costs at the

lowest price. The obligations to take back packaging shall be governed by the German Packaging Ordinance (*Verpackungsverordnung*) of August 21, 1998, as amended from time to time. When returning the packaging carriage paid, the packaging shall be credited at 2/3 of the invoiced amount.

VII. Performance, sub-suppliers, assignment

To the extent that the deliveries/services are provided under a contract for work and services, the following shall apply

1. The supplier is not entitled to transfer the performance of the respective contract, neither in whole nor in part, to third parties,
2. Upon the purchaser's request, the supplier is obliged to communicate its sub-suppliers to the purchaser,
3. The supplier cannot assign its contractual claims vis-à-vis the purchaser to third parties or have them collected by third parties. This shall not apply to finally adjudicated or undisputed claims.

VIII. Termination

1. The purchaser is entitled to terminate the contract in whole or in part without giving any reason. In this case, the purchaser is obliged to pay for all deliveries/services effected by then and to reasonably compensate for any material procured and work delivered/performed; in this case, section 649 second sentence German Civil Code (*Bürgerliches Gesetzbuch*; "BGB") shall apply. Any further claims of the supplier shall be excluded.
2. The purchaser is entitled to terminate the contract without notice for good cause (*wichtiger Grund*), in particular if the supplier's financial situation deteriorates significantly or threatens to deteriorate significantly, thus threatening the fulfillment of liabilities vis-à-vis the purchaser. In this case, the purchaser is entitled to take over material and/or semi-finished products, including any type-specific tools, on reasonable terms.

IX. Invoicing, payment, set-off

1. Unless otherwise agreed or unless the supplier has more favorable terms, payment shall be due upon receipt of an invoice in accordance with section 14 German VAT Act (*Umsatzsteuergesetz*) within 14 days less 3% cash discount or within 30 days net. Any invoice shall be settled no later than 30 days after delivery/service and receipt of the invoice. Any delivery/service effected and accepted before the agreed date shall not affect the payment period tied to this date.
2. Payment and cash discount periods shall run as of receipt of the invoice, however, not before the goods have been received and/or, in the case of services, before the services have been accepted and, to the extent that documentations, test certificates (e.g. works certificate) or similar documents form part of the scope of services, not before their handover to the purchaser in accordance with the contract.
3. The purchaser shall pay by check or bank transfer. Payment shall be deemed made in time if the check was sent by mail on the due date and/or if the bank was instructed on the due date to transfer the amount.
4. No interest will be paid on overdue payments. The default interest rate is 5 percentage points above the base interest rate pursuant to section 247 BGB. The purchaser is in any case entitled to furnish proof of a lower damage caused by default than requested by the supplier.
5. The purchaser reserves all rights to offset or retain payment as provided for by applicable law. The supplier may only set off against undisputed or finally adjudicated claims; it shall only have a right of retention to the extent that they are based on the same legal relationship.
6. As the purchaser has been authorized accordingly by the companies belonging to the purchaser's group (section 18 German Stock Corporation Act (*Aktiengesetz*)¹), the purchaser is entitled to set off [payments] against any and all claims the supplier is entitled against the purchaser or any such group company of the purchaser, irrespective of their legal ground. Offsetting shall also be admissible if payment in cash has been agreed on the one side and payment by bills of exchange or other methods on account of performance has been agreed on the other side. As applicable, these agreements may only refer to the balance amount. If the claims provide for different due dates, the purchaser's claims in that respect shall become payable no later than on the date the purchaser's liability falls due and shall be settled on a value date basis.

X. Claims under a liability for defects

1. The supplier guarantees, on a fault basis, that its delivery/service has the agreed quality, fulfills the intended purpose and complies

with the recognized rules of technology and the agreed features and standards. If, due to defective delivery/service, the purchaser incurs any costs, such as transport costs, handling charges, labor costs, costs of materials, contractual penalties, the supplier shall bear such costs.

2. The supplier is obliged to deliver to the purchaser only goods that are free from any reference to ionizing radiation. All costs and damage resulting from a violation of this obligation shall be borne by the supplier.
3. At the purchaser's choice, the supplier shall, without undue delay, remove or provide new goods/replacement goods for any defects reported during the limitation period, in such a way that the purchaser does not incur any costs. The costs of removal of defects or replacement deliveries/services, including any ancillary costs (e.g. freights), shall be borne by the supplier in accordance with the statutory provisions. If the supplier fails to comply with its obligation for remedial action within an appropriate time limit set by the purchaser, the purchaser may remove the defect on its own and request replacement of the expenses required in this respect and/or a corresponding advance from the supplier. The statutory rights to rescission, reduction or damages shall remain unaffected. A repair by the supplier is already deemed to have failed after the first unsuccessful attempt.
4. The limitation period for warranty claims shall commence upon complete delivery/performance of the delivery/service or, if acceptance has been agreed, upon acceptance.
5. Claims based on defects shall become statute-barred after 36 months; this shall not affect longer statutory limitation periods. For newly delivered/provided parts, the limitation period shall begin to run anew, for improved parts only if it refers to the same defect or the consequences of a defective repair, if the remedial action brings about a wider scope, special duration or higher costs and the supplier does not expressly remove the defect out of goodwill, to avoid disputes or [does so] in the interest of continuing the supply relationship. After receipt, the goods will be inspected by the purchaser or, in the event of distance delivery, by its customer, for quality and completeness in the scope reasonable and technically feasible for the purchaser, and any defects found will be notified immediately. The notification is, in any event, made in time if it is received by the supplier by mail, fax, email or phone within a period of eight working days, unless a longer period is appropriate in the individual case, calculated as of receipt of the goods or, in the case of hidden defects, as of discovery of the defect. For defects notified during the limitation period, the period shall end no earlier than six months after the notification. The supplier waives the objection of late notification of defects (sections 377, 381(2) German Commercial Code (*Handelsgesetzbuch*)) for defects other than obvious defects.
6. The purchaser may request the supplier to replace any expenses incurred in connection with a defect, which the purchaser has to bear in proportion to its customer if the defect already existed at the time of the transfer of risk to the purchaser.

XI. Representations/indemnifications

1. The supplier warrants to the purchaser that it will comply with the requirements of the German Minimum Wage Act (*Gesetz zur Regelung eines allgemeinen Mindestlohns*; "MiLoG") and indemnify the purchaser against any third-party claims, in particular claims pursuant to section 13 MiLoG.
2. Should any damage claims of third parties existing on the basis of the supplier's delivery/service be asserted vis-à-vis the purchaser, the supplier shall fully indemnify the purchaser against such claims upon first request, and the supplier undertakes to assume the purchaser's reasonable lawyers' fees and court costs.
3. The supplier further warrants that any goods produced, stored or transported on behalf of the purchaser, or delivered to or accepted by the purchaser, will be produced, stored, handled or processed and loaded at secure places of business and transshipment and protected against unauthorized access during production, storage, handling or processing, loading and shipment. The supplier warrants that the personnel entrusted with the production, storage, handling and processing, loading, shipment and acceptance of such goods is trustworthy and that it has checked such personnel against the EU's currently applicable sanction lists. The supplier further warrants that all business partners acting on its behalf have been informed that they have to implement measures as well in order to secure the supply chain set out above. The supplier agrees that its data will be checked against the EU's currently applicable sanction lists.

XII. Place of performance, venue

1. The place of performance for all deliveries/services shall be the place of receipt specified by the purchaser, unless otherwise agreed the purchaser's business.
2. The venue shall be the purchaser's registered seat or, at the purchaser's choice, the supplier's general venue.

¹ This includes in particular, but is not limited to:
thyssenkrupp Steel Europe AG
thyssenkrupp Materials Services GmbH
thyssenkrupp Materials Processing Europe GmbH
thyssenkrupp Schulte GmbH
thyssenkrupp Materials Trading UK Ltd.
thyssenkrupp Materials Trading Asia Pte. Ltd.

XIII. Governing law

The substantive laws of the Federal Republic of Germany, as amended from time to time, shall govern all legal relationships between the purchaser and the supplier, excluding the UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

XIV. Prohibition of advertising/confidentiality

1. Using the logo and the word mark of thyssenkrupp as well as any form of mentioning the thyssenkrupp group, the thyssenkrupp AG or individual group companies as the supplier's reference customers shall require the prior written consent of thyssenkrupp AG in the individual case.
2. The supplier shall observe secrecy vis-à-vis third parties with regard to all business operations, facilities, plants, documents, etc. of the purchaser and its customers that become known to the supplier in connection with its work for the purchaser; this shall also apply after submitting the respective offers and/or performing the contract. The supplier shall impose corresponding obligations on its vicarious suppliers (*Erfüllungs- bzw. Verrichtungsgehilfen*).

XV. Reservation of title

1. We only acknowledge a simple reservation of title, if any, by the contracting partner if the title to the goods passes to us upon payment and if we are authorized to resell and transfer the goods within the ordinary course of business. We will not accept specific forms of the reservation of title, in particular transferred, downstream or extended reservations of title, current account reservations and group reservations. We do not acknowledge any contradicting general terms and conditions of the contracting partner; they are hereby expressly objected to and will not be incorporated into the contract.
2. The retention of title entitles the contracting partner to demand the return of the goods only if it has withdrawn from the contract beforehand.

XVI. Partial invalidity/text form

Should individual provisions of these terms and conditions be invalid in whole or in part

this shall not affect the validity of the remaining provisions. The same shall apply to the respective contract.

Where these GPT&C require written form for any declarations of the contracting partners, the text form shall in each case be deemed sufficient.

XVII. Data protection

Pursuant to section 33 German Federal Data Protection Act (*Bundesdatenschutzgesetz*; "BDSG"), the purchaser points out that it will store the supplier's data on the basis of the BDSG.

XVIII. REACH clause

With respect to any substances, preparations and products delivered/provided to the purchaser, the supplier has to comply with the requirements and measures resulting from the REACH regulation.

XIX. Declaration on originating status

In the event that the supplier makes declarations on the originating status of the goods sold, the following shall apply:

1. The supplier undertakes to enable the verification of origin certificates by the customs authorities and to provide both the information required in this respect and any confirmations that might be necessary.
2. The supplier is entitled to compensate for the damage resulting from the competent authority not recognizing the origin declared due to incorrect certificate or missing verification possibility, unless the supplier is responsible for these consequences.

XX. Force majeure

Force majeure, industrial disputes, riots, governmental actions and other unpredictable, inevitable and severe events shall release the contracting partners from the fulfillment of their obligations for the duration of the disturbances and to the extent of their effect on the partners. This shall also apply if these events occur at a time when the contracting partner concerned is in default. The contracting partners are obliged to reasonably provide any required information without undue delay and to adjust their obligations to the changed circumstances in good faith.

XXI. Applicable version

To the extent that these General Terms and Conditions of Purchase are made available to the supplier also in any other language, the German version shall prevail.

Last updated: May 2018