



General sales terms and conditions of Oryx Stainless AG

Rheinstraße 97, 45478 Mülheim an der Ruhr,
Company Register: Amtsgericht Duisburg, HRB 17177

1. Scope

The general sales terms and conditions ("general sales terms") of Oryx Stainless AG ("ORYX") laid down in the following text shall govern all engagements given to ORYX and all sales of scrap materials, raw materials and similar materials by ORYX to the buyer ("Buyer").

All references by Buyer to its own general terms and conditions, howsoever named, and done in whichever stage of the realization of an agreement entered into with ORYX, are expressly turned down. In the event that these terms and conditions deviate from the written terms and conditions, howsoever named, of Buyer, the conditions herein will prevail, unless and insofar as the applicability of the written conditions of Buyer has been expressly accepted by ORYX in writing.

The general sales terms shall govern all future business relationships and contracts with Buyer and replace any general sales terms and conditions issued at any earlier point of time by ORYX. Individual agreements with Buyer (including side agreements, additions and amendments) will have priority over the general sales terms and conditions. The content of any individual agreement is defined by ORYX's written contract or written confirmation.

2. Applicable Law, jurisdiction

All agreements concluded with ORYX shall be governed by German law. The provisions of the UN Convention regarding contracts on the international sale of goods (CISG) are excluded and shall not apply.

The place of jurisdiction for all potential disputes arising from these conditions and / or any contractual relations between ORYX and Buyer shall be Duisburg, Germany. For claims against ORYX such jurisdiction shall be exclusive. For claims by ORYX against the Buyer, ORYX shall at all times have the right to bring any disputes arising from these conditions and/or any contractual relations between ORYX and Buyer before the competent court of the registered office of Buyer.

3. Contract and Price

All offers made by ORYX are subject to confirmation and remain indicative unless confirmed in writing.

An agreement of sales is deemed to be concluded by the written confirmation thereof by ORYX. This written confirmation by ORYX, irrespective of its form, shall count as conclusive evidence of what has been agreed (e.g. price, quality, delivery terms, payment terms), unless Buyer without undue delay raises objections to the written confirmation. In regular dealings, such objection should be raised ultimately within two business days.

If, after conclusion of a sales agreement, facts become available to ORYX which evoke reasonable doubts in the Buyer's ability to meet its financial obligations, ORYX is entitled to demand full payment before delivery or the

provision of an appropriate security by the Buyer. Notably, a fact evoking above mentioned doubts would be a reduction of the Buyer's credit limit with ORYX's credit insurance or factoring counterparties.

All prices quoted by ORYX are net prices excluding VAT. Prices are based upon taxes, levies, duties and freight rates applicable at the time of quotation. Changes and increases to taxes, levies and duties applicable to the sales agreement will increase the sales price accordingly. If both parties agreed to freight paid delivery condition, freight rates increases after the time of conclusion of the sales agreement will increase the sales price. Freight price increases due to delivery obstructions will be added to the sales price.

4. Delivery and passage of risk

If no other delivery condition has been defined in the sales agreement, the delivery condition shall be "ex works" (EXW) ORYX yard in accordance with the Incoterms 2010.

ORYX is entitled to fulfill its delivery obligations in several partial deliveries.

In case of other than "ex works" delivery condition has been agreed upon, ORYX is free to choose the means of transport and transport service provider. Unless otherwise agreed in the sales agreement or otherwise following from the agreed delivery condition ex Incoterms 2010, risk is transferred to Buyer at the moment of handover of goods to the carrier but latest at the time of goods leaving ORYX's yard.

Weight differences of +/- 5% for deliveries and partial deliveries are to be accepted by the Buyer. The contract price is adapted accordingly.

Delivery date shall always be the date of dispatch at the yard of ORYX. If a delivery period is agreed upon, the delivery period starts with the date of issuance of ORYX's written sales agreement. If the Buyer does not comply with or is in delay with complying with its contractual obligations which form a prerequisite for commencing a delivery (e.g. opening a letter of credit, issuing documents, making a prepayment), ORYX is entitled to adjust delivery periods or delivery dates reasonably in accordance with ORYX's production and shipping schedule.

In case of ORYX, due to force majeure or a strike, is unable to fulfill its contractual obligations or the fulfillment of the contractual obligations is considerably hindered, ORYX is entitled to fully or partially cancel the sales agreement or to prolong the period for fulfillment without giving Seller the right to claim any demands or compensation.

5. Rights in case of defect

The delivered goods are deemed to be free from defects, if they do not or only deviate insignificantly from the specifications defined in the sales agreement. ORYX is not liable for deterioration of the quality of the goods after the time the risk has been passed to the Buyer. Deviations in weight, dimensions and grade are permitted according to the applicable customs as recorded in the "usances of the metal trade" published by "Verband Deutscher Metallhaendler" (VDM) in the most recent version.

ORYX shall have the right to be present during unloading, inspection and test melting of ORYX's delivery at the destination. The buyer shall inspect the goods immediately after arrival.

ORYX will not accept any claims, if the Buyer

- did not allow an employee of ORYX or a representative assigned by ORYX to be present at unloading of the delivery and during test melting of the product or
- did not inform ORYX about the time of unloading or the time of test melting within reasonable time before unloading or test melting is scheduled, so that no employee of ORYX or representative assigned by ORYX could be present at the destination during unloading or test melting.

Claims regarding obvious defects have to be notified without undue delay by the buyer. In regular dealings such objection should be raised not later than one week after the unloading of the goods at the destination. Defects that cannot be detected within this period and can only be detected during the test melting of ORYX's products, have to be

notified without undue delay in writing; in regular dealings such notification should be tendered not later than two days after the defects have been discovered.

Claims, if accepted by ORYX, will result in a price reduction or penalty to be negotiated between ORYX and buyer, if the applicable penalty or price reduction has not been agreed upon in the sales agreement. ORYX may choose to replace the defective delivery at its own discretion.

The assertion of claims for payment shall be in accordance with clause 7.

The period of limitation for claims for defects shall be 12 months from the moment of passage of risk.

6. Reservation of title

Until all accounts receivable against Buyer which are due to ORYX now or in future, for whatever legal reason, have been settled, ORYX shall be granted the following securities:

Title to the goods delivered by ORYX shall remain with ORYX. Processing or transformation shall always be performed for ORYX as the manufacturer but without obligation for it. If the purchased goods are processed with other objects not belonging to ORYX, ORYX shall acquire co-ownership of the new object pro rata to the value of the goods belonging to ORYX relative to the new object (total invoiced amount, including VAT)

Buyer shall keep the goods in sole ownership or co-ownership so created in safe custody for ORYX. Buyer is obliged to treat the goods subject to retention of title with care; specifically he is obliged to insure them adequately at his own expense against loss or damage caused by fire, water and theft.

Goods to which ORYX has title (full or as co-owner) are hereinafter referred to as goods subject to retention of title.

If goods subject to retention of title are being seized by any third party, Buyer will inform the third party about the existing ownership or co-ownership by ORYX and inform ORYX about any third-party claim being brought forward.

Buyer is entitled to process the goods subject to retention of title in the regular course of business and sell them on subject to retention of title provided he is not in default. Pledges or assignment as security shall not be permitted. The customer shall already fully assign the receivables arising from the onward sale or from some other legal reason (insurance, unlawful act) in respect of the goods subject to retention of title to ORYX as collateral; if ORYX has acquired co-ownership in an object after the transformation of the purchased goods, the receivables are only assigned to the value of the co-ownership. In the event of onward sale, Buyer is obliged to divulge his customer's name and address to ORYX at any time upon demand. ORYX shall irrevocably authorize Buyer to collect the receivables assigned to ORYX in their own name on their behalf. This collection authorization can only be revoked if the Buyer fails to honor his payment obligations in the proper fashion.

Should the Buyer commit a breach of contract - in particular late payment - ORYX shall be entitled to take possession of the goods subject to retention of title and if necessary demand assignment of the customer's claims for surrender against third parties. ORYX's recovery of the goods subject to retention of title shall not constitute grounds for withdrawing from the contract. Any costs incurred due to the recovery of the goods are for the account of Buyer.

The retention of title in accordance with the aforementioned provisions shall remain effective, even if ORYX's individual receivables are included in current account with Buyer.

7. Payment

Payments are due to ORYX without deductions, prompt at the time of transfer of risk unless other payment terms have been agreed in writing.

Each delivery to a sales agreement shall be seen as an individual transaction with individual and separate payment specifications.

If a payment target has been agreed upon, the delivery date shall be the effective date, from which payment targets are calculated. Potential interest calculations shall be starting with this effective date.

Payments shall be made exclusively by bank transfer to the account of ORYX specified on the invoice. Other payment methods shall only be regarded as an effective payment, if agreed upon in the sales agreement in writing.

A payment shall be deemed to have been made once the funds are credited on the account of ORYX specified in the invoice.

Should the buyer fail to pay the invoice according to the agreed payment term, ORYX shall be entitled to demand interest at a rate of prevailing base rate of sec. 247 BGB plus eight percentage points. The right to claim further damage remains.

Should Buyer not meet his payment commitments or suspend payments or if ORYX becomes aware of facts, which put into doubt Buyer's creditworthiness, ORYX is entitled to declare all outstanding debt due and, at ORYX's discretion, to demand provision of appropriate securities (e.g. bank guarantee). In the event, that juridical insolvency proceedings have been started over the buyer's assets or insolvency was declared, ORYX is entitled to cancel the sales agreement without any deadline.

8. Limitation of liability

The Buyer shall be entitled to claim damages – on contractual basis or in tort – only in accordance with the following provisions:

The Seller is liable in accordance with the statutory provisions for bodily injury culpably caused by him or his legal representatives or his servants as well as for grossly negligent or intentional breaches of obligations by him, his legal representatives or his servants.

The Seller is furthermore liable in accordance with the statutory provisions in case of intentional misrepresentation, also by his legal representatives or his servants, as well in case of a guarantee. The same applies in case of claims against the Seller based on the German Product Liability Act ("Produkthaftungsgesetz").

Other than that the liability of ORYX towards the Buyer is excluded, unless the Seller is in breach of a fundamental contractual obligation ("Kardinalpflicht"). An obligation is considered a fundamental contractual obligation ("Kardinalpflicht") if it is a basic precondition for the proper performance of the contract and if the Buyer reasonably relied (and was entitled to do so) on the performance in accordance with this obligation. If the Seller is liable in accordance with this provision for negligent conduct, damages are limited to the typically foreseeable ones for this contract.

9. Assignments of rights

Buyer shall not assign any claims under the contract to third parties without ORYX's written consent.

10. Final provisions

If any provision of these terms is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The parties agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision which most closely approximates the intent and economic effect of the invalid and/or unenforceable provision.