

For use by: Müller & Sohn GmbH & Co. KG, Harkortstr. 22, D – 45499 Sprockhövel

§1 Contract

- The following General Terms and Conditions are intended for use in business transactions with other commercial enterprises. They apply for all current and future business relationships. Any contradicting general terms and conditions of our business associates (suppliers), in particular in respect of retention of ownership, are rejected herewith. A supplier's general terms and conditions shall only apply insofar as we, as customer, have agreed to them explicitly in writing.
- The following shall apply insofar and inasmuch as these General Terms and Conditions do not provide for any differing terms and conditions:
 - the customs and practices of the metal trade of the Verein Deutscher Metallhändler e.V. (Association of German Metal Traders),
 - INCOTERMS 2000 with their provisions and interpretations, for international business transactions,
 - the „General Terms and Conditions for the Provision of Waste Containers“, Section 6, Announcement No. 30/2004, Federal Gazette of 15.04.2004, with regard to the provision of containers. In the event of any changes to the aforementioned regulations, the current version valid at the time of the contract being signed shall apply.
- Our orders are only valid if in writing and are to be confirmed in writing by the supplier within 2 weeks of receipt by the latter; the confirmation must include precise details of delivery time, binding final gross price and a reiteration of all the details contained in the order. Any deviations from our order contained in the supplier's confirmation shall only become a constituent part of the contract if and when they have been acknowledged and confirmed by us in writing. The supplier may only use sub-suppliers and sub-contractors with our prior written permission. Notification in telegraphic form (fax) or by e-mail also fulfils the requirement for written form.
- Upon request, notification will be provided by us in writing of employees authorised to award contracts with their names and function. Purchase agreements shall only become valid with our written order confirmation.
- Agreed quantities always related to gross quantities. The gross quantity is the agreed quantity of metal plus an agreed quantity of other substances (adhesions, adding to and mixing with iron, moisture, oil, paper, metal residue such as shavings and other adhering particles of any kind). The supplier has no right to subsequent return and/or payment of metal that should have been or was delivered instead of the agreed quantity of other substances.
- Contracts which base on an international transaction are only valid subject to approval by respective authorities.

§2 Prices and payments

- With the exception of currently valid value-added tax rates, agreed prices shall include all other price components such as customs and excise duties, freight, insurance and other costs and fees. Deviations are only permitted if they are legally prescribed or, as an exception, have been agreed separately in writing.
- Invoices for services and supplies must contain at all times reference to the respective underlying contractual agreement and its identification name, mark or number. It must be possible to assign all deliveries and performances clearly, completely and understandably.
- Supplier remuneration shall take place upon receipt and quality approval, as well as receipt of a due and proper invoice from a commercial and tax point of view, within the agreed payment deadlines following receipt of such invoice. We are entitled to apply offsetting rights and rights of retention within the scope of legislation. In addition, we are also entitled to offset amounts with and against due and not yet due claims – irrespective of legal foundation. This also applies if on the one part cash payment has been agreed and on the other part payment in kind in another form has been agreed. If necessary, these agreements only relate to the balance concerned. If the claims are due under different terms, charge shall be made with value date of invoice.
- Assignment of a claim against us is prohibited without our prior written approval.

§3 Delivery and performance of engagement

- The supplier delivers goods free and insured to the respective destination specified by us. Delivery shall take place within the agreed dates and within the agreed delivery time. Transactions where we name exact dates or specific final times for delivery to us are deemed to be fixed date purchases.
- The quality assurance documents drawn up by the supplier are to be attached to the delivery. Insofar as the ordered goods contain substances for which issuance of safety data sheets is required, the supplier is under obligation to submit to us a current safety data sheet in German pursuant to 91/155/EC prior to delivery.
- Suppliers are liable without restriction for the procurement of supplies and services necessary for the delivery of their goods even in cases where no fault on own part can be found. Suppliers are obliged to notify us immediately in the event of any circumstances arising or coming to a supplier's attention from which it is apparent that it will no longer be possible to meet the agreed delivery time / delivery date. We are entitled to all rights under the terms of the law in the event of any delay in delivery. In particular, we are entitled to claim for compensation instead of performance if a subsequent period has been set for performance but to no avail. Insofar as we claim for compensation, the supplier has the right to prove that there was no infringement of duties on own part.
- In the case of a CIF contract, the delivery is only then deemed correctly completed when B/L, weight certificate and insurance policy have been provided. Any prior payment made does not represent an agreement to dispense with these documents and a due and proper delivery.
- The goods to be supplied are to be packed and layered so that safe transport is guaranteed. The goods must be manufactured and prepared in such a way that they can withstand storage for at least six months irrespective of weather conditions. In addition, the supplier must take steps to ensure that there can be no deterioration in quality or quantity. A return of transport packaging or collection thereof shall be at the supplier's expense.
- Place of fulfilment for all supplies and services is the respective unloading point named by us in writing. The supplier bears all transport risks. Freight papers are to be drawn up in full for each delivery. Any marking prescribed by us must be clearly visible in order to ensure that the documents can be matched to the respective delivery without fail. This also applies to part deliveries.
- Signing the freight documents by us does not constitute confirmation of an agreed amount, quality, type of delivery or any other contractual contents. In signing the freight documents, we only confirm non-ratified receipt of the goods. The supplier is obliged to carry out a thorough outgoing inspection to ensure that the contents of the delivery comply with the order.
- The supplier is only entitled to carry out part-deliveries by separate agreement. In the event of any part-delivery in violation of contract, we are entitled to withdraw from the contract without any further notice or to reduce remuneration accordingly. We reserve the right to claim for any damages as a result thereof.
- Insofar as the supplier reserves the right of ownership of the goods, we are authorised to process and sell such goods in the course of orderly business practices.

§4 Liability and guarantee

- We are obliged to inspect the goods within an appropriate period for any deviations in quality or quantity; a complaint is deemed to have been received in good time insofar as it is received by the supplier within 14 working days calculated from the receipt of goods or, in the case of hidden faults, from the date of discovery thereof; in the case of drop shipment transactions, notification can be to the supplier or the last vendor. The supplier waives the right of objection that we were late in making a complaint. Our statutory rights of complaint remain unaffected in full. Under all circumstances, we are entitled to demand at own discretion rectification of the fault or supply of a new article from the supplier. The right to compensation, in particular the right to compensation instead of performance, remains explicitly unaffected in this respect. Our entitlement to these rights in full remains unaffected even in the event of an insignificant deviation from the agreed properties or an insignificant deviation from suitability for use. In the event of a withdrawal from the purchase agreement and a return delivery of the faulty material, the supplier is obliged to return to us without delay the deposit paid by us for these goods with interest (8 percentage points above the respective base interest rate) calculated from the date of our payment. Our right of retention of the faulty goods pursuant to Section 273 German Civil Code remains unaffected until repayment in full.

- The supplier guarantees that any goods supplied are free of pollutants as defined by respective environmental regulations, unusual or dangerous substances or hollow parts. In addition, the supplier shall ensure that any applicable environmental protection regulations and directives on dangerous substances are observed in full. This also includes inspection for radioactive contamination and any other biological or chemical contamination. Furthermore, the supplier also guarantees that the supplied goods are free of third-party rights. In the event of any infringement of third-party rights, the supplier is obliged to exempt us upon initial demand from any claims in this General terms and conditions for purchasing respect. This exemption obligation on the part of the supplier relates to all necessary expenditure incurred by us in conjunction with any claim assertion by third parties. The statute of limitations for this exemption obligation is 10 years commencing with the signing of the respective contract.
- Any adhering foreign substances, contamination and mixtures will be assessed by us at our works following receipt of the delivery and deducted appropriately in accordance with the findings of our examination. The supplier shall pay the costs for the resulting disposal. The supplier guarantees that the goods comply with the contractual agreements with regard to quality, quantity, type and specifications. The supplier ensures that the supplied goods are suitable for typical implementation by us. The supplier shall also ensure that the goods comply with the agreed samples and specimens.
- In the event of a complaint, the supplier shall remove the fault within eight days of written notification by us. We are entitled to carry out removal of the fault ourselves at the supplier's expense if there is any possibility of danger or other particular reasons necessitating urgency. In the event of inadequate or non-removal of faults, the customer has the right to appropriate reduction in price. In the course of subsequent performance, we are entitled to demand delivery of marketable aluminium HG Masseln 99.7 % on payment of the extra charge.
- The supplier agrees to observe the respective valid German and European regulations on the transportation of dangerous substances and/or chemicals as well as waste products, product safety, environmental protection and health safety regulations and general safety and customs regulations. We are entitled to refuse acceptance of the performance if the supplier is unable to provide upon delivery the documents necessary for proof of conformity with the preceding sentence. In the event of any contravention of this obligation, the supplier shall exempt us upon initial demand from any liability. In the event of this not being possible because of legal provisions, the supplier shall nevertheless and without exception exempt us internally from any liability. The supplier agrees to take out adequate product liability insurance.
- The supplier exempts us upon initial demand from all and any claims by our customers being made as a result of advertising statements by the supplier, a pre-supplier (as manufacturer as defined by Section 4 (1) or (2) German Product Liability Law) or an agent of one of these, which would not exist or not in this form and to this extent without the advertisement statement. This regulation applies irrespective of whether the advertising statement was made before or after this agreement has been reached.

§5 Delivery and safety

The supplier enters our business premises at own risk. All applicable valid safety regulations and requirements, as well as the instructions of our safety officer, are to be observed when entering or driving on our business premises, as well as during unloading. In the event of any contravention thereof, we have the right to demand compensation and withdraw from the contract. The same applies in respect of personnel appointed by the supplier to carry out work on our premises.

§6 Provision of containers

- Containers and other metal storage equipment that are provided by us may only be used for the interim storage of materials to be supplied to us. Our containers may only be used for the storage of the agreed and specified metal types and amounts. Ownership of the supplied materials by us comes into effect with the collection of the container.
- The supplier agrees to treat our containers with due care and attention and notify us immediately of any damage. We have the right to demand repair costs, cost for replacement and any other claims for damages in the event of any damage to our containers by the supplier. This also applies in the case of any loss of containers through theft or failure to locate them on the supplier's operating site.
- Exchange and collection of our containers may only be undertaken by our own vehicles. The supplier is liable for any claims for damages resulting from incorrect storage or lack of environmental protection measures on the supplier's premises or those of the supplier's cooperation partners.
- The supplier is liable for damages caused to us or third parties by materials provided by the supplier.

§7 Final provisions

- Sole venue for the settlement of disputes shall be Wuppertal, Germany. The legislation of the Federal Republic of Germany shall apply. Choice of law rules are excluded. The regulations of the UN Purchasing Law shall not apply. Amendments to this agreement and any secondary agreements shall only be valid if in writing. Notification in telegraphic form (fax) or by e-mail also fulfils the requirement for written form. The negotiating language shall be German. The German version of these General Terms and Conditions shall apply in respect of content and interpretation if they have been drawn up in several languages and in the event of any differences in the general terms and conditions in the individual languages. The General Terms and Conditions are available for inspection in German, English and Dutch language and can be downloaded from the Internet at www.aluminiumonline.de.
- In the event of one or more of the provisions of the terms and conditions being invalid, they shall be replaced by such provisions that are as close as possible in permitted form to the actual intention of the invalid clause. The validity of the agreement shall remain unaffected by this.

§8 Additional agreements, order placement for metal processing (user as principal)

Supplementary to the above-mentioned business terms and conditions, the following terms and conditions of this section no. 8 shall apply only in the case of order placement by the user for metal processing (user as customer):

- Any metals supplied by us for processing shall be accepted per weight card and documented. The contractor shall inform us immediately and prior to any processing of any weight differences caused by moisture, oil, dirt, contamination or other foreign bodies. Our written permission must be obtained prior to carrying out any necessary sorting out, cleaning and/or processing.
- Shortages between incoming and outgoing goods are to be borne by the contractor, whereby weight differences of up to 100 kg are insignificant.
- The metals supplied by us for processing are to be stored separately. The contractor agrees to mark them clearly and visibly with our name. The contractor agrees to prevent any mixing with or contamination by other goods or substances.
- The metals supplied by us for processing remain our property without restriction. In the event of any combination (§ 947 BGB), mixing (§ 948 BGB) or processing (§ 950 BGB), it shall be on our behalf as customer. The resulting product shall then be defined as „new product“. The contractor shall store the new product for us with the due care and attention of a prudent business person.
- The contractor shall notify us without delay in the event of any attachment, confiscation or other dispositions or actions by third parties with regard to the metals supplied by us.
- The contractor only has a business right of lien pursuant to § 647 BGB in respect of that portion of the metals supplied by us for processing which represents in value 110 % of the amount of the agreed debt. Other than this, the contractor shall also release the metals supplied by us for processing even in the event of non-payment.
- The contractor shall insure to an adequate amount the metals supplied by us for processing against destruction, theft and contamination.
- The other § 1 – 7 of these general terms and conditions shall also apply accordingly for order placements for metal processing unless otherwise stated in § 8.

Valid as of November 18, 2005