



# CRONIMET

## General Sales Terms (Status as of June 2019)

### 1. Field of Application, Group Companies

1.1. The following General Sales Terms ("GST") constitute an integral part of all sales agreements between the respective selling company of the CRONIMET-Group ("Seller") and the purchaser ("Purchaser") (subsequently also referred to individually as "Party", collectively as "Parties"). A list of the companies of the Cronimet-Group ("Group Companies") using the GST and the current version of the GST are published on the CRONIMET website under [www.cronimet.de](http://www.cronimet.de). The list will be updated continuously. Among others, the Group Companies currently include: CRONIMET Holding GmbH; CRONIMET Ferroleg. GmbH; CRONIMET Mining AG; CRONIMET Services GmbH; ERG GmbH; CRONIMET Legierungen Dortmund GmbH; CRONILEG Rohstoffhandelsges. mbH; Schach-Matt Handels GmbH; Metalloy Metalle Legierungen GmbH; CRONIMET Noble Alloys GmbH; CRONIMET Alfa Ferrolegierungen GmbH; Metall Service Pedack GmbH; CRONIMET France SAS; CRONIMET Holland BV; CRONIMET Belgium NV; CRONIFER (London); CRONIFER (UK) Ltd.; CRONIMET (Great Britain) Ltd.; M&S Alloys Ltd.; Metals & Alloys International Ltd.; CRONIMET PL Spolka z.o.o.; CRONIMET Ostrava SRO; CRONIMET Eesti Metall OÜ; CRONIMET Latvia SIA; Nichel Leghe SpA; CRONIMET Italia SRL; CRONIMET SA; CRONIMET Suisse AG; CRONIMET Metal Trading AG; CRONIMET Central Africa AG; Avarus AG; CRONIMET Fagersta AB; CRONIMET Norr AB; CRONIMET Corporation; United Alloys & Metals Inc.; Unico Alloys & Metals Inc.; CRONIMET Trading USA Corp.; Pure Iron JSC; CRONIMET Brasil Ltda.; CRONIMET (RSA) Ltd.; CRONIMET Shanghai Co. Ltd.; CRONIMET Asia Pte Ltd.; CRONIMET Singapore Pte. Ltd.; CRONIMET Australia Pte. Ltd.; CRONIMET Korea Ltd.

1.2. The GST apply even if the Seller does not specifically refer to them in future business transactions.

1.3. Opposing or supplementary general terms and conditions, or terms and conditions deviating from these GST, will – even if known by the Seller – not form an integral part of the agreement unless explicitly approved by the Seller in writing.

### 2. Interpretation

2.1. The "Usancen des Metallhandels", published by the Association of German Metal Traders (*Verein Deutscher Metallhändler e.V.*) (VDM) shall apply in addition for an interpretation of the (German) contractual terms.

2.2. Any reference to the word "shall" induces mandatory obligations.

### 3. Offers

3.1. If not specified otherwise in the offer, the offer of the Seller can only be accepted without delay.

3.2. The Seller may revoke an offer at any time prior to receiving the Purchaser's acceptance.

3.3. In case of doubt, the precise terms of the contract are based on the written sales confirmation or any such confirmation transmitted by fax or email.

3.4. No information contained in any offer of the Seller may be disclosed to any third party.

### 4. Prices

4.1. Obvious mistakes in the Seller's price calculation may be corrected at any time.

4.2. All prices of the Seller are net prices and shall be paid including the respectively applying VAT.

4.3. If the Purchaser asserts that the goods are exempt from VAT and should special evidence be required in this reference, the respective sale shall be billed without VAT only after the respectively required special evidence has been provided.

### 5. Handling and Shipping

Any provision regarding handling and shipping is based on the currently effective INCOTERMS®-clause specified in the offer and included in the sales confirmation. The same applies to any provision regarding the passing of risk involved in shipping goods.

### 6. Packaging

6.1. Packaging, protection means and transport equipment will not be taken back by the Seller.

6.2. Disposal costs for packaging, protection means and transport equipment shall not be covered.

6.3. Any packaging, safety device or other special protection for the goods to be delivered exceeding the regular requirement of shipment shall be subject of a specific agreement.

### 7. Periods of delivery

7.1. Any scheduled delivery periods referring to specific periods of time (for example, days, weeks, etc.) shall start with the date of the order confirmation by the Seller.

7.2. In case of non-compliance with the delivery periods, the Purchaser shall be entitled to any legal remedy only after granting the Seller by written notice a reason-

able extension period for delivery (the "Extension Period"); such notice shall include the Purchaser's warning that the delivery will not be accepted after expiry of the Extension Period.

7.3. In case the Extension Period should expire unsuccessfully, the contractual performance shall be considered as failure.

### 8. Excess of Short Delivery

8.1. Deviations of the good supplied by +/- 5% in weight, quantity and dimensions shall be within the contractual tolerance limit. Notwithstanding the Sect. 11 and 12 any such deviations shall in no case give a right of refusal for the goods supplied.

8.2. The allowance of deviations of +/- 5% applies also in case of partial deliveries for each delivery individually.

### 9. Force Majeure

9.1. In case of Force Majeure, the performance of both Parties' contractual obligations shall be suspended and the time schedules and deadlines for contractual performance shall be postponed correspondingly.

9.2. "Force Majeure" as defined hereunder involves, in particular but without limitation, wars, fire, labor disputes in foreign companies, transport delays, official duties and any other circumstances not covered by any Party.

9.3. The Party prevented, hindered or delayed from or in performing any of its obligations under the respective agreement by an event of Force Majeure shall promptly (and in any event within ten (10) days) after the occurrence of such event notify the other Party in writing by sending a notice of the occurrence of such event and the circumstances thereof. The Party affected by the event of Force Majeure shall thereupon give reasonable proof of the nature of such delay.

9.4. In case of the continuation of the event of Force Majeure and at the earliest eight weeks after delivery of the notice in acc. with Clause 9.3. both Parties are entitled to withdraw from the agreement due to Force Majeure. In case of a withdrawal due to Force Majeure, none of the Parties shall be entitled to compensation. However, any advance payments made for non-delivered goods shall be returned. Any goods, which are still in transit and have not yet been delivered, shall be returned.

### 10. Right of Retention/Compensations/Transfer of Agreement

10.1. The Purchaser is entitled to a right of retention only due to principal obligations that derive from the same contractual agreement.

10.2. The Purchaser may offset payments only with undisputed or legally established claims subsisting in the same agreement.

10.3. The Seller may offset existing claims with all receivables to which it or any other of the Group Companies is entitled to.

10.4. The Purchaser may not assign any contractual claim against the Seller to any third party without written the Seller's consent.

### 11. Examination and Quality Determination

11.1. The goods supplied by the Seller (henceforth referred to as the "Goods") are considered to be free of defects when, at the time of the passing of risk, they do not or only insignificantly deviate from the specifications agreed upon for the particular delivery. The specifications of the Goods are exclusively determined on the basis of the explicit arrangements regarding quality and quantity of the goods, taking into consideration customary due business standards and terms.

11.2. Immediately after delivery, the Purchaser is obligated to examine the Goods and notice to the Seller any obvious defects. In order to detect other defects, the Purchaser shall be obliged to immediately perform a Sampling Inspection and/or Analysis of the Goods according to Clause 11.4 and promptly notice any defects detected in the course thereof by sending a Defect Notice.

11.3. All defects shall be noticed in text form (fax, email, letter, etc.) ("Defect Notice"); the Defect Notice has to contain a reasonable substantiation of the defects. Goods in respect to which the Purchaser has sent such Defect Notice have to be stored separately in unchanged condition in order to enable the Seller and/or Purchaser, and/or their representatives, to perform an examination of the Goods. The Goods are considered to be accepted without defects, (i) when no or no timely examination has been made, (ii) when no Defect Notice has been sent, or (iii) when the Defect Notice has not been made in time or in an inappropriate manner.

11.4. In order to determine the quality of the Goods, the Purchaser is obliged to examine a delivered portion, perform a Sampling Inspection and/or (if required) make an Analysis. The "Sampling Inspection" in the sense of the regulations involves taking a representative sample from a specific delivered portion of the Goods in order to determine the agreed upon quality. "Analysis" refers to the process of examining the Goods by means of a recognized analysis method in order to determine the quality of especially but without limitation in respect to the included metals contained and other chemical components.

11.5. The Sampling Inspection is performed in the following manner:



# CRONIMET

11.5.1. The Sampling Inspection is to be performed in the presence of either Parties or their respective representatives as soon as both Parties agreed upon the number and composition of the samples withdrawn at the agreed upon and contracted place for sampling.

11.5.2. The Purchaser may only perform a legally binding Sampling Inspection in the absence of the Seller, or a representative authorized by the Seller, when both Parties made a specific arrangement.

11.5.3. At least three consistent samples are prepared for Analysis from the sample taken in the Sampling Inspection.

11.6. Customarily, the Analysis is made by a contractually determined laboratory at the expense of both Parties ("Arbitrary Analysis"). If no agreement has been made with regard to an Arbitrary Analysis, the following method shall be used:

11.6.1. First an Analysis is made by the Seller.

11.6.2. If the Parties should disagree on the results of the Analysis, an exchange Analysis shall be performed, i.e., both Parties may procure at their own expense a respective further Analysis. When a further Analysis is performed, a spare sample shall be sealed and deposited with the Purchaser in the event of an Arbitrary Analysis will have to be made.

11.6.3. If the Parties still disagree with the results, an Arbitrary Analysis is required. If no laboratory should be determined contractually in the respective agreement, the Parties will order an official expert who will conduct an Arbitrary Analysis that is binding for both Parties. The official expert will be determined by the IHK Düsseldorf if both parties have a business location in Germany. In other cases, the official expert will be determined by the German chamber of foreign trade in the state of the Purchaser.

11.7. Differences between the Parties with regard to the results of the Analysis do not affect the payment date for the compensation to the extent in which the compensation is owed according to the results made and recognized by the Purchaser.

#### **12. Warranty for Defects, Rescission**

12.1. Within the terms of this Clause 12, a "Defect" shall mean any defect of the Goods, which has been noticed by the Purchaser in time by sending a Defect Notice in acc. with Clauses 11.2 and 11.3 and which is thereupon legally established between the Parties in acc. with Clauses 11.4 to 11.6.

12.2. In case that a Defect is established, the Seller may carry out a subsequent performance by means of substitutional and/or additional supplies ("Substitutional Supplies") in its sole discretion yet taking into consideration the respective interests of the Purchaser.

12.3. If the Seller fails to make Substitutional Supplies within an appropriate period of time, the Purchaser shall be entitled to reduce the purchase price by an amount reasonable in respect to the defects ("Reduction").

12.4. A termination of the agreement including its rescission subsequent thereto ("Rescission") shall be excluded unless the Purchaser is able to establish to the Seller that the Goods are unsuitable for its' purposes or may merely be used with considerable difficulties.

12.5. If a Defect cannot be removed by means of Substitutional Supplies, Reduction or Rescission, the Purchaser is entitled to claim compensation, according to Clause 16; the Purchaser is not entitled to make any claims in addition to such compensation.

12.5. Claims on the part of the Purchaser shall expire one year following delivery of the respective Goods, provided the Seller did not act on willful intent. Any Substitutional Supplies do not legally affect in any way an expiry of such limitation period.

#### **13. Reservation of Legal Title**

13.1. The Seller reserves the legal title for all Goods delivered by it until all of his claims are settled, as well as the claims of the Group Companies existing from the business relationship with the Purchaser (in summary the "Reservation of Title").

13.2. The Reservation of Title remains in effect even if any claim or all claims should be taken into the current account and the balance has been drawn and mutually acknowledged.

13.3. The Reservation of Title shall include also any reservation of the legal title in respect to future and conditional claims. The Reservation of Title is expanded and extended according to the following Clauses (in the following referred to as the "Supply Collateral").

13.4. In case the Goods should be handled and processed by the Seller into new product(s), the Seller shall be considered to be the "Manufacturer" and hence receives (co-)ownership of the new product according to Article 950 of the German Civil Code (BGB).

13.5. If the Purchaser has agreed also with other suppliers to consider them solely or in part as Manufacturer and if their goods should also be incorporated in the final product produced by the Purchaser, the Seller is entitled to the co-ownership of the

new product on a pro ratio basis to the objective value of the Goods of the Seller at the time of delivery to the objective value of the other incorporated goods delivered under the reservation of title.

13.6. The Seller will receive proportionate (co-)ownership also in case that the Purchaser should mix the Goods inseparably with his own goods or with the goods of the other suppliers. Articles 848, 847 of the German Civil Code (BGB) shall apply hereto.

13.7. The Purchaser may sell the Goods, in which a Reservation of Title subsists, only in its ordinary course of business at his normal terms and conditions. In case of such resale, the Purchaser is obliged to arrange for a Reservation of Title to the benefit of the Seller.

13.8. The claims of the Purchaser from a resale of Goods supplied under Reservation of Title – even after processing or mixing the goods – are hereby now already assigned to the Seller in order to secure its claims. The scope of the assignment corresponds in value to (co-) ownership of the Purchaser in the resold product(s).

13.9. The Purchaser is entitled to collect claims from its' resale agreement until revocation by the Seller. Upon request by the Seller, the Purchaser is obliged (i) to provide the recipient with a notification of the assignment to the Seller, (ii) to prove such notification to the Seller and (iii) to submit to the Seller the information and documents required for the collection of the assigned claims together with the notification.

13.10. The Purchaser is obliged to inform the Seller immediately of any seizure or any other damage to its' Reservation of Title on the part of a third party.

13.11. If the value of the Collateral Security of the Seller should exceed the value of its claims by more than 10 percent, the Seller is obliged to release the disproportionate Collateral Security on its sole discretion.

#### **14. Terms of Payment**

14.1. If the terms of payment have not been negotiated separately, the invoices are due and payable promptly after the invoice date without deduction.

14.2. If payment deadlines are exceeded, the legal default interest shall be applied. This does not exclude the Seller from claiming further damage for delay.

14.3. If the Purchaser is in arrear with payments for more than two weeks, the Seller is entitled to supply further goods only after reception of an advance payment thereto.

14.4. The Seller is also entitled to render any and all payments due immediately, if legal insolvency proceedings, composition proceedings or comparable foreign proceedings have been requested or opened against the assets of the Supplier. The same applies when there is an inability to pay or a public register indicates the possibility of an imminent or existing inability to pay. In this case, the Seller is entitled to suspend outstanding deliveries until the Purchaser makes advance payments in the full amount of the value of the outstanding services, plus a security premium of 5% for any potential deviations.

#### **15. Dimensions, Weights and Quality**

15.1. For a determination of the weight which is to form the basis of the invoice, within tolerance limits, the net weight determined by the Purchaser when performing unloaded and loaded weighing on calibrated scales at the arrival of the goods shall be decisive. "Tolerance Limits" in this sense are deviations from the net weight determined on calibrated scales by the Seller prior to shipping:

- a) in freight car shipments of less than +/- 301 kg difference in weight,
- b) in shiploads unloaded by the Purchaser or the carrier or haulage contractor of less than +/- 2 % and
- c) in truck deliveries of less than +/- 3 %.

15.2. Differences in weight within the Tolerance Limits mentioned hereinabove do not release the Purchaser from proving to the Seller that the goods upon arrival have been properly weighed on calibrated scales.

15.3. In case of weight differences beyond the Tolerance Limits mentioned, the net weight determined on calibrated scales by the Seller prior to shipping will be used as basis for settlement. However, prior to further assigning and/or processing the goods, the Purchaser may contact the Seller and request a weight determination by a neutral entity. In the latter case, the Purchaser is obliged to keep deliveries which are to be weighed by a neutral entity separate and unspoiled.

15.4. The Purchaser is obligated to inform the Seller immediately of the weight determined according to Clause 15.1. In turn, if the weight should be beyond the Tolerance Limit, the Seller is obligated to inform the Purchaser immediately of the weight determined according to Clause 15.3.

#### **16. Liabilities**

16.1. The Seller always will have unlimited liability in the case of willful intent and gross negligence, in the event of a culpable damage to life, body or health, if the



# CRONIMET

regulations of the German Product Liability Act are applicable and in accordance with any independent guarantee statement.

16.2. In addition, in the event of simple negligence, the Seller will be liable only for defects resulting from a violation of an essential contractual obligation, meaning a contractual obligation, whose performance is essential for the proper execution of the contract and on whose abidance the contractual partner may rely on a regular basis ("Essential Obligations"). However, in the latter case, liability is limited to compensation of the predictable, typically resulting damage.

16.3. Notwithstanding the aforesaid the Seller is exempt from any further liability, in particular but not limited to liabilities for contractual or non-contractual damages or any other legal entitlement whatsoever.

16.4. The liability restrictions according to Clause 16.1. to 16.3. may be applied *mutatis mutandis* to the liability of the Seller for any of its employees, assistants and of its' board members.

#### **17. Claim Assignment; Use of Information**

17.1. The Seller is entitled to transfer the claim arising out of the business relationship with the Buyer as well as any claim ancillary hereto to any third party in its sole discretion.

17.2. The Seller may collect, store and use any data, document and information submitted by and/or and about the Buyer. The Seller shall be entitled to forward any such data, document and information to any third party in order to prepare, allow, perform and carry out any claim transfer in the full extent as required under admissible laws and contracts.

#### **18. Place of Performance and Place of Jurisdiction**

18.1. The place of jurisdiction shall be the competent regular courts at the Seller's business seat. This applies also to actions filed under the summary proceedings based on bills of exchange and checks.

18.2. The Seller may also choose to file any legal action against the Purchaser at the Purchaser's registered business seat.

18.2. All legal relationships between the Purchaser and the Seller, as well as to all non-contractual obligations related to the agreements shall be governed by and construed under German Law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### **19. Final Provisions**

If individual provisions of the agreements including these terms and conditions are or become invalid either in whole or in part the remaining provisions will remain unaffected hereby. In this case, the Parties shall agree upon a legally valid provision which comes as close as possible to what the Parties intended or would have intended taking into consideration the tenor and purpose of the respective regulation.



# CRONIMET

## Data protection law information for business partners

Dear Sir/Madam,

We hereby inform you about the processing of your personal data by CRONIMET subsidiaries and your associated rights.

### A. The party responsible for data processing

Following CRONIMET subsidiaries come into question as a party responsible for data processing:

CRONIMET Ferroleg. GmbH Südbeckenstr. 22 76189 Karlsruhe, Germany +49 721 95 225-0	CRONIMET Legierungen Dortmund GmbH Kipperstr. 11 44147 Dortmund, Germany +49 721 231 879050
CRONILEG Rohstoffhandelsge- sellschaft mbH Kipperstr. 11 44147 Dortmund, Germany +49 231 8780599	Metalloy Metalle-Legierungen GmbH Oststraße 134 22844 Norderstedt, Germany +49 405 26780
CRONIMET Services GmbH Südbeckenstr. 22 76189 Karlsruhe, Germany +49 721 95 225-0	Schach-Matt Handels + Vertriebs GmbH Kipperstr. 11 44147 Dortmund, Germany +49 231 8780599
CRONIMET Noble Alloys Han- delsges. mbH Sympherstraße 98 47138 Duisburg, Germany +49 203 45567-30	ERG-Edelstahl Recycling GmbH Limesstr. 20 63741 Aschaffenburg, Germany +49 6021 44260
MSP Metall Service Pedack GmbH Rheinhafenstr. 12 76189 Karlsruhe, Germany +49 721 16131-0	CRONIMET ALFA Ferrolegierungen Handels GmbH Rupert Bodner Str. 25 81245 München, Germany +49 89 8649500

You can reach the data protection officer by post at the above address by stating "Data protection officer" or by email ([datenschutz@cronimet.de](mailto:datenschutz@cronimet.de)).

### B. Data categories, purposes and legal basis of processing

We process your personal data which we receive from you within the scope of the business relationships. This is generally contact data (name, address, telephone number and email address) and, if required as part of the business transaction, bank and payment (transaction) data (bank, account details, reference, and credit card information if applicable), information from publicly available sources, information databases and credit check agencies (e.g. Internet, trade register, credit agencies) as well as other data, which you voluntarily provide us with within the scope of processing a project or a contractual relationship within the scope of contract negotiations. We process your personal data exclusively within the scope of the legal terms, particularly under consideration of the regulations of the General Data Protection Regulation ("GDPR") and the Federal Data Protection Act ("BDSG"). We process your personal data on the basis of the following described legal bases and for the purposes of

- ❖ contract negotiation, contract implementation and termination of the contractual relationship (Art. 6 sec. 1 b GDPR) e.g. fulfilment of a contract (e.g. delivery or performance of a service and payment transaction), general communication with business partners e.g. answering enquiries about products and services, contract negotiations etc.;
- ❖ based on consent given (Art. 6 sec. 1 a GDPR) e.g. despatch of newsletters or information correspondence, participation in marketing campaigns or surveys etc.;
- ❖ based on legal stipulations (Art. 6 sec. 1 c GDPR), e.g. to fulfil trade law or tax law retention obligations, to fulfil reporting or information obligations towards authorities, etc.;
- ❖ based on a legitimate interest (Art. 6 sec. 1 f GDPR); e.g. measures for IT security or measures to ensure proper business operations, to protect the company code, enforce legal claims or defend legal disputes, to ensure compliance requirements, etc.

As we also use the contact data of the person you have nominated to us as a contact partner, we ask you to pass on this information to the affected employees within your company.

### C. Recipients or categories of recipients of personal data

We transmit your personal data to authorities/public bodies if required due to primary legal regulations. If necessary, we transmit your personal data to companies within our company group if required to fulfil the purposes stated above in section B.

We employ external service providers for various business transactions as assignment processors in terms of Art. 28 GDPR. We have concluded order data processing contracts with these service providers to ensure that your personal data is protected. The above described recipients may also be located in countries outside of the European Economic Area ("third countries"). Third countries may not have the same level of data protection as in the European Economic Area. If data transmission takes place in a third country, we ensure that this transmission only takes place according to the terms of the legal regulations (chapter V GDPR).

### D. Duration of storage

Personal data is generally deleted after expiry of the legal (primarily trade and tax law) retention periods. If personal data is not affected by legal retention obligations, it will be deleted once it is no longer required for the described purposes in the above section B. A different storage period can occur if you have consented to collection of the data.

### E. Rights of data subjects

You have the right to receive information about your personal data we have saved, the right to arrange for incorrectly saved personal data to be corrected or, if relevant, to change or revoke your consent to data processing at any time, including without providing a reason with future effect, the right to restrict the processing of your personal data with future effect, to revoke the processing of your personal data with future effect or to demand the deletion of your personal data. Under the conditions set out in Art. 20 GDPR, you have the right to receive the personal data concerning you, which has been saved, in a structured, commonly used and machine-readable format and the right to transmit that data to another responsible party without hindrance on our part. Alternatively, you can contact our data protection officer stated under section A. In order to avoid any cases of misuse, we can request that enquiries are provided with a handwritten signature or that the enquirer is otherwise legitimated.

You also have the right to lodge a complaint with a data protection supervisory authority. The supervisory authority responsible for our company is:

The state representative for data protection and freedom of information for Baden-Württemberg  
Königstrasse 10 a  
70173 Stuttgart