1. Scope

a) These Standard Purchasing Terms and Conditions are valid for all purchasing contracts for the acquisition of goods and the performance of work and services, with the exception of contracts involving the purchase of raw materials (for which separate purchase contracts apply (i.e. the General Terms and Conditions for Purchasing and Reprocessing Contracts) between Aurubis (hereinafter the Principal) and the Supplier (hereinafter the Contracting Parties). The Contracting Parties agree on the following conditions of contract. Each Contracting Party accepts and con- cedes all other terms and conditions. The Principal does not accept alternative condi- tions of the Supplier, even if the Principal has not expressly contradicted such conditions or accepted a delivery, unless it has expressly acknowledged the validity of such conditions or the delivery when accepting the order. The General Terms and Conditions of the Principal also apply to all future orders of the Supplier, even the Princi- pal has not expressly stipulated to their validity with the Supplier.

b) Additionally, the Code of Conduct of the Principal (http://www.aurubis.com/fileadmin/media/documents/en/Sonstiges/Aurubis_Code_of_Conduct.pdf) and its company regulations (http://www.aurubis.com/en/responsibility/environment) are valid for the contractual arrangement with the Supplier, which the Supplier accepts as legally binding for its own own performance.

c) Even provided that the order corresponds to the contractual bid, the order remains – also with respect to the indicated price – non-binding as a matter of principle and the Principal reserves the right to revoke the order until the offer is formally accept- ed by the Supplier. The Supplier is obligated to justify any eventual refusal of the order without de- lay.

c) The Supplier should not issue its own confirmation of order in response to orders. To the extent the Supplier would like to accept a contractual bid the Principal has tendered, the Principal reserves the right to issue alternative conditions, these deviations from the standard contractual conditions, e.g., from standard specifications, delivery times (e.g., no “prompt” deliveries), or other conditions, should be clearly noted on the purchase order form and sent back to the Principal. In such cases, a contractual agreement is established only after the Principal has given a corresponding indication. The Principal will not accept deviations from the order that have not been clearly given, even if the Principal has not expressly objected to them.

2. Bids / Contractual Content / Confirmation of Order

a) Bids tendered by the Supplier are legally binding as a matter of principle. In case of doubt, a bid shall be valid for a term of two weeks. A contractual agreement is offi- cially concluded only after the order has been confirmed by the Principal.

b) Economic and delivery terms stated by the Supplier in offers or brochures are not binding. The Supplier is not authorized to carry out delivery orders for the delivery time indicated therein. The Supplier is also not authorized to exercise the option of returning goods if goods have been lost or damaged during transit.
GENERAL TERMS AND CONDITIONS OF PURCHASE OF AURUBIS FOR CORPORATE PROCUREMENT

9. Indemnity / Product Liability Insurance
a) The Principal is entitled to unconditional indemnity claims against the Supplier as set forth by law. A restriction or exclusion of indemnity claims is only permissible in the fault of the Supplier.
b) The Supplier commits itself to obtaining product liability insurance with a minimum coverage limit of EURO 10 Million for damage to persons and objects respectively, which also covers damages that occur during deliveries forwarded by the Supplier; the Supplier must prove that it has already obtained such insurance coverage at the request of the customer. The existence of such insurance coverage does not restrict the direct claims of the Principal against the Supplier.

10. Rights of Third Parties
a) The Supplier affirms that the object is free from claims of any third parties, especially of any rights or claims of industrial property protection or patents.
b) The Supplier assumes responsibility for ensuring that patents, utility models, and other protective rights and rights of authorship will not be violated. To the extent the rights of third parties are involved, the Supplier is obligated to provide the Principal with all necessary information without delay. In addition to this, the Supplier is obligated to release the Principal from all claims arising from such violations of rights.

11. Offset Rights, Rights ofRetention and Assignment Rights
a) The Supplier is only entitled to offset rights and rights of retention when the counterclaims of the Supplier are uncontested by the Principal, or when the legal force of the counterclaim has already become ascertained. This also holds true for objections to unfulfilled contracts in accordance with Section 320 of the German Civil Code.
b) Offsetting is also permissible with and against claims made by companies affiliated with the Principal.

12. Entrance Control, Visiting the Premises
a) All employees or persons commissioned by the Supplier who enter the premises of the Principal are obligated to observe the company regulations valid for its place of work, especially the Guidelines for External Employees. Employees and commissioned workers are obligated to subject themselves to the customary entrance controls, including a body search if reasonable grounds exist. The Supplier is obligated to instruct its employees and commissioned persons accordingly and to obtain their consent to these regulations.
b) Visits to the company premises of the Principal may involve a risk to personal safety and occur at the sole risk of the Supplier or the companies commissioned by the Supplier. The Supplier has the sole responsibility to provide protective measures for the safety of its personnel and objects as well as to protect itself against the risk of accident or endangerment, including fire prevention. On the company property of the Principal it is obligatory to wear protective gear for personal safety (helmets, safety shoes, full-length trousers, and special uniforms under certain circumstances). The failure to observe this is an important violation of the regulations stated. The agent undertakes to observe all applicable laws, provisions and directives in the USA and Great Britain, hereafter summarized as the "regulations" and not to enter into any function, activity or conduct (e.g. the requesting, offering, promising, approving, giving or receiving of any unlawful payments or other benefits) which constitutes criminal action according to the regulations stated. The Supplier undertakes to inform the principal promptly of any circumstances which could constitute the violation of the regulations stated.

13. Confidentiality
a) All information, illustrations, conceptions, plans, and documents as well as all operational procedures, numerical data, and all other company and operational secrets, including information that has good cause to be kept secret (confidential information), which has already become known in connection with the commissioned work, must be kept confidential by the Supplier, its subcontractors, and other auxiliary persons. Such materials and information are not to be made accessible to third parties and cannot be used for third parties or any other purpose without written consent of the Principal.
b) Furthermore, the Supplier must consider both the order itself and the work procedures resulting from it to be confidential business information, and they must be treated confidentially. The Supplier is obligated to treat all documents placed at its disposal confidentially, to save them in an orderly manner, and especially to ensure existing contractual obligations. In case of default the Principal is entitled to delete the documents or make them available to the public in any other manner. Should the documents no longer be required for the contractual purpose, the documents - as well as all copies and facsimiles made from them - must be returned to the Principal immediately. This requirement also applies when the delivery has not been carried out.
c) Software, which is developed by the Supplier or its subcontractors, must also be treated with strict confidentiality and must be returned to the Principal without delay – including the corresponding data carriers, copies, etc. – after the commissioned work has been completed.
d) The Supplier is obligated to inform its employees and commissioned third parties about duties of confidentiality, and the Supplier must subject itself contractually to the preceding obligations regarding confidentiality.
e) The Supplier is liable for all damages incurred from a violation of any of these contractual obligations.

a) The Principal remains unconditional owners of the rights to all confidential information that it provides to the Supplier within the context of executing this commissioned work. The Principal especially reserves all rights – e.g., property rights and authorship – to all information utilised for the construction of special facilities, conceptions, illustrations, plans, or other technical information, irrespective of whether this information has been transmitted orally, in writing or print, or in some other form.
b) The Supplier is authorized to utilise this information exclusively for the fulfillment of the commissioned work. The Principal is not entitled to more extensive rights or licences. In particular, the Supplier is forbidden to utilise the information involved here for its own commercial purposes or other purposes, except within the context of and for the practical purposes defined by the circumstances of the commissioned work. This is also expressly applicable to the results of the commissioned work (results achieved alone or in collaboration with other persons, including eventual rights of industrial property protection for such work results).
c) Subsequent to the delivery or service, the Principal acquires the right of unrestricted exploitation of the created model and services. The contractual parties agree that the Principal is – in both the spatial and temporal sense and without a separate calculation - unconditionally entitled to all rights connected with the created, developed and produced results of the commissioned work.
d) As a precautionary measure, the Supplier herewith irrevocably transfers to the Principal its rights and claims to all results of the commissioned work, including all rights of industrial property protection and utility rights for works and patents protected by copyright, rights of registration, renewal, and prolongation, including the right of assignment to third parties.

15. Rights of Third Parties, Protective Rights
a) The Supplier guarantees that no rights of third parties will be violated in connection with its deliveries and services, and that the goods - including all of their component parts and replacement parts - are exempt from (above all ownership reservations, rights of industrial property protection, lenis, patent rights, and other encumbrances. This applies to foreign protective rights only to the extent the Supplier was aware of the fact that the goods would be delivered within the jurisdiction of that protective right.
b) Should rights of third parties exist in this context, the Supplier is obligated to re-dress any violations of third-party rights in order to ensure that the Principal is able to use the delivery without restriction and without litigation by third parties.
c) With respect to claims of the Principal arising from defective goods and services, the statute of limitations extends for 10 years after delivery.
d) The Supplier must release the Principal from all obligations arising from the fact that a delivered object or one of its parts is encumbered with third-party rights.

16. Subcontractors
The Supplier may commission subcontractors to fulfill its contractual obligations only after prior written approval. Independent contractors must be reported to the Principal at a reasonable time prior to the conclusion of the contract. Even provided that the consent to the involvement of subcontractors has been given, the Supplier alone remains directly responsible to the Principal.

17. Advertising Materials
The existing business relationship with the Principal may only be referred to in advertising materials and other publications with its express consent.

18. Compliance Clause Purchasing
a) The Supplier undertakes to observe all applicable laws, provisions and directives or any other regulations combating bribery and corruption, especially the relevant legislation in the USA and Great Britain, hereafter summarized as the "regulations" and not to enter into any function, activity or conduct (e.g. the requesting, offering, promising, approving, giving or receiving of any unlawful payments or other benefits) which constitutes criminal action according to the regulations stated. The Supplier undertakes to inform the principal promptly of any circumstances which could constitute the violation of the regulations stated.
b) The failure to observe this clause is an important violation of this contract and entitles the Principal to cancel the contract without notice.
c) The Principal is not liable for claims, losses or damages which arise in connection with the non-observance of this clause by the Supplier. The Supplier is to release and indemnify the principal from such claims, losses or damages.

19. Compliance
a) The agent undertakes to observe all applicable laws, provisions and directives or any other regulations combating bribery and corruption, especially the relevant legislation in the USA and Great Britain, hereafter summarized as the "regulations" and not to enter into any function, activity or conduct (e.g. the requesting, offering, promising, approving, giving or receiving of any unlawful payments or other benefits) which constitutes criminal action according to the regulations stated. The agent undertakes to inform the principal promptly of any circumstances which could constitute the violation of the regulations stated.
b) The failure to observe this clause is an important violation of this contract and entitles the principal to cancel the contract without notice.
c) The principal is not liable for claims, losses or damages which arise in connection with the non-observance of this clause by the agent. The agent is to release and indemnify the principal from such claims, losses or damages.

20. Place of Performance, Legal Venue, Jurisdiction
a) The place of performance for all contractual obligations is the respective address for deliveries indicated by the Principal.
b) The legal venue is Hamburg. The Principal also reserves the right to initiate court proceedings at the legal venue responsible for the place of business used by the Supplier.
c) The laws of the Federal Republic of Germany are exclusively valid for this contract, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

Status: January 2014