



General Terms and Conditions of Sale of DB AG and its Affiliated Companies (hereinafter referred to as "Seller")

- AVB as at December 2017 -

1. General Provisions and Compliance Clause

1.1 These Conditions of Sale of the Seller shall apply exclusively. Where the Purchaser's own conditions contradict, supplement or diverge from these conditions, they shall only form part of this Contract where the Seller expressly recognises this in writing. This also applies to terms and conditions referred to in bids, order confirmations or other confirmations from the Purchaser. The acceptance of payments or securities shall not constitute acceptance of the Purchaser's terms and conditions. The Seller's Terms and Conditions of Sale shall also apply even if the contract with the Purchaser is performed without reservation in the knowledge of conflicting or supplementary conditions of sale, or conditions which diverge from the Seller's conditions.

1.2 The Purchaser and the Seller undertake, as part of their business relationship, to comply with all applicable laws, regulations, directives and other legal provisions, including but not limited to anti-corruption laws.

1.3 The Seller and Purchaser shall grant their reciprocal consent to regular audits of their data in accordance with the current sanction lists under Regulations (EC) no. 2580/2001, (EC) no. 881/2002 and (EU) no. 753/2011 (anti-terrorism regulations) and against other applicable national, European and international embargo and export regulations, within the scope of their contractual relationships, to facilitate and configure a legally-compliant business relationship. In respect of these checks, all applicable data protection regulations, in particular those concerning data economy and data security, shall be observed.

The Purchaser declares that neither its company nor any of its employees are named on any of the aforementioned sanction lists. The Purchaser undertakes to take appropriate measures to ensure that anti-terrorism regulations and other applicable national and international embargo and export regulations are implemented in its company's business operations. Furthermore, the Purchaser undertakes to inform the Seller, in text form, without undue delay, in the event that any matches are found during checks against the aforementioned sanctions lists.

The assertion of claims for any compensation whatsoever (particularly due to delay or non-performance) and of other rights by the Contractor

shall be precluded, where they relate to compliance with applicable national, European and international embargo and export regulations by the Client. This shall not apply if the Client is accused of deliberate intent or gross negligence. In the event of a positive audit result (list matches), the Client shall be entitled to extraordinary termination of the Contract for good cause.

2. Pricing, Calculation

2.1 The prices (net prices) are in Euro (EUR), exclusive of the applicable statutory value added tax, and apply ex works or ex Seller's works unless otherwise agreed. The deduction of a discount for early payment requires a separate written agreement.

2.2 In the case of sales by weight or measurement, the contractual document shall contain a provisional invoice amount. The final invoice amount is calculated according to the actual quantity delivered. In this regard, the weight or measurements determined on behalf of the delivery centre shall be authoritative. Differences of up to € 25 will not be compensated.

3. Payment Terms, Reminder Fee, Assignment of Claims, Right of Retention, Set-off

3.1 Unless otherwise agreed, the Seller delivers the sale items following receipt of the full purchase price.

3.2 Bills of exchange are not accepted.

3.3 The Seller is entitled to charge a fee of € 8 per reminder for payment reminders following default. This shall be without prejudice to other claims.

3.4 The Purchaser shall not be permitted to assign its claims against the Seller to third parties. This shall not affect the provisions of Section 354a German Commercial Code (*Handelsgesetzbuch*, "HGB").

3.5 The Purchaser shall have no rights of retention based on counter-claims from other legal transactions with the Seller.

3.6 The Purchaser may only offset such claims (including those from other legal relations) that are undisputed or have been upheld by a final court judgement.

3.7 The Seller shall be entitled to full rights of offsetting and retention.

4. Delivery Failures

Events constituting force majeure and any unforeseeable obstructions to performance for which the Seller is not responsible, entitle it to defer performance for the duration of the obstruction plus any reasonable set-up time. Where, for one of the aforementioned reasons, delivery becomes wholly or partially impossible, the Seller can rescind the contract, or the part of it which has not been fulfilled, if it notifies the Purchaser, without delay, of the failure of performance and reimburses the Purchaser for any services rendered in return, also without delay. The Seller is not obliged to arrange substitute procurement. The Purchaser can require the sales office to provide a declaration as to whether it will effect delivery within a reasonable time limit or rescind the contract. If the sales office fails to respond, the purchaser can rescind the contract.

5. Limitation of Liability

Claims for damages by the Purchaser are excluded, irrespective of the legal basis. This shall not apply in the case of statutory compulsory liability, e.g. liability pursuant to the Product Liability Act (*Produkthaftungsgesetz*, "ProdHaftG"); due to deliberate or grossly negligent acts; for personal injury; under a guarantee as to the nature of an item or due to the infringement of fundamental contractual duties. Claims for damages due to the infringement of fundamental contractual duties caused by simple negligence shall, however, be restricted to damages which are foreseeable and typical for such contracts. The Seller's fundamental contractual duties are to handover the item and transfer title to the item.

6. Shipping Documents, Delay in Collection

6.1 The time for collection within the collection period must be agreed by the Purchaser with the delivery centre. If it is agreed that the delivery centre will arrange the shipping, the Purchaser shall send any prepared shipping documents - including where necessary, in the case of export to third countries, customs-cleared export documents (e.g. export declaration) - to the delivery centre. A prepaid envelope addressed to the Purchaser, or if the Purchaser's registered office is abroad, an envelope with an international reply coupon, must be attached, where appropriate, for sending the duplicate consignment note to the sender designated on the consignment note. The required details on the shipping documents - such as e.g. parcel weight, class and number of the wagon where shipment is by freight wagons - must be entered by the sender designated on the consignment note.

6.2 Where the Purchaser is responsible for failing to collect the items within the agreed time limit, the Seller is entitled to store the items at the expense

and risk of the Purchaser, at its own discretion. By way of compensation, the Seller may charge the Purchaser 1/2% of the invoice amount for each week or part thereof, up to a total maximum of 5%, without proof. Where higher damages are proven, the Seller shall be entitled to claim them.

7. Loading and Weighing

7.1 Loading of the sale items shall be carried out by the Purchaser and at the Purchaser's expense, unless otherwise agreed. Non-ferrous metals can only be loaded under the supervision of the delivery centre.

7.2 The estimated delivery quantities are determined by the loading centre, free of charge. Weighing is carried out by the Purchaser, unless otherwise agreed. Axle-based weighing is permitted. The Purchaser shall bear all weighing costs.

7.3 Sorting and / or processing of the sold items on railway premises by the Purchaser is only permitted with the prior consent of the delivery centre. All work connected to sale and transport is carried out, at all times, at the Purchaser's own risk. When using railway premises, the Purchaser is obliged to take all measures to ensure that its conduct does not give rise to any dangers that are typical for railways. In particular, the Purchaser shall take all safety measures necessary to protect its staff from the danger of railway operations, at its own expense.

8. Provision, Transfer of Risk

8.1 The items are provided without packaging. Where, in the exceptional case, they are packed, the Purchaser shall provide the packaging materials or means of securing the load or bear the costs thereof. Exceptions must be agreed in writing.

8.2 Risk shall pass to the Purchaser on handover of the items to the Purchaser, forwarder or authorised collector, but in any case no later than the day on which the Purchaser was permitted to take possession of the items.

9. Performance

During the Purchaser's hours of business, the Seller is allowed to check whether the Purchaser is complying properly with its contractual duties. On request, the Purchaser shall provide the Seller with access to documents relating to contractual performance which are necessary for the provision of information. The Contractor's confidentiality requirements must be taken into account.

10. Claims under Warranty

10.1 Unless otherwise agreed, used items are sold as seen to the exclusion of any claims under warranty.

10.2 Where, in the case of used items, it has been agreed that the Seller is liable for defects, the Purchaser is only entitled to a reduction of the purchase price (reduction).

10.3 In derogation of Clauses 10.1 and 10.2, the Seller has a duty to pay damages in the cases specified under Clause 5, sentences 2-4.

10.4 Where liability under warranty has been agreed herein, claims under warranty by the Purchaser shall expire, in the case of both new and used sale items, one year after the transfer of risk pursuant to Clause 8.2. Claims under Clause 10.3 expire in accordance with the statutory provisions.

12.3 Any amendments to the contract must be made in writing for the preservation of evidence.

11. Reservation of Ownership

11.1 Transfer of title takes place pursuant to Section 929 German Civil Code (BGB) unless otherwise agreed between the parties. All sold items shall remain the property of the Seller until full payment of all receivables arising from the business relationship between the Seller and Purchaser.

11.2 The Purchaser may sell reserved goods only in the usual course of business. The Purchaser is not entitled to attach them or use them as security.
The Purchaser must avert, as far as possible, attachments or other encroachment upon the rights of the Seller by third parties and notify the sales office in writing without delay.

11.3 The Purchaser hereby assigns its claims arising from the resale of the reserved goods, to the Seller. The Purchaser shall be entitled to recover the claims in its own name as long as it complies with its obligations with regard to the Seller.

At the Seller's request, the Purchaser is obliged to notify its debtor of the assignment of the claim, provide the Seller with all the information necessary for recovery and all documentation relating to the claim.

11.4 Where the value of securities exceeds the Purchaser's outstanding accounts by more than 10%, the Seller shall, at the Purchaser's request, release the latter's securities to that extent.

12. Place of Jurisdiction, Applicable Law Written Form

12.1 The exclusive place of jurisdiction is Hanover. The Seller shall also have recourse to the courts in the Purchaser's domicile.

12.2. German law shall apply exclusively with the exclusion of the UN law on the sale of goods. Only the German version of the Agreement shall be binding.