

Ancofer Stahlhandel GmbH, Mülheim an der Ruhr, Germany:
General Terms and Conditions of Supply and Payment
– Status: 1 July 2013 –

I. Scope of applicability, quotations

1. These General Terms and Conditions of Sale shall apply to all contracts, including such made in the future, concerning supplies and/or any and all other services, including contracts for work and services and the supply of non-fungible goods, made with business persons and companies, public law entities and special funds under public law. The conditions stated in the supplying works' price list shall apply additionally in the case of drop-shipping transactions. The purchaser's terms and conditions of purchasing shall even in cases in which Ancofer does not again expressly reject them upon receipt by Ancofer be deemed to be neither accepted nor acknowledged.
2. Any and all quotations submitted by Ancofer shall be deemed to be subject to confirmation. Any and all verbal agreements, promises, assurances and/or guarantees made by Ancofer's employees in conjunction with the making of a contract shall be deemed to become binding on Ancofer only upon Ancofer's written confirmation.
3. In case of doubt, the latest valid edition of the Incoterms shall be deemed definitive for the interpretation of trade terms.
4. Any and all data and information, such as dimensions, weights, images, descriptions, installation diagrams and drawings in sample books, price lists and other printed matter shall be deemed to be only approximate but determined as best possible but thus non-binding on Ancofer. The same shall also apply to information and data provided by the works. Any and all models and drawings shall remain the property of Ancofer.
5. "Purchaser" in the sense of these Conditions shall in the case of contracts for work and services also signify the "Orderer".

II. Prices

1. All prices are stated ex-works or ex-warehouse. Costs of carriage and Value Added Tax must be added.
2. Where no agreement to the contrary is made, the prices and conditions applicable at the making of the contract shall apply.
3. Ancofer shall in cases in which taxes, levies or other supplementary costs included in the agreed price change or are imposed for the first time at a time later than four weeks from the making of the contract be deemed entitled to adjust the price correspondingly.
4. Ancofer reserves the right to increase the price of amounts of goods not yet delivered in cases in which circumstances occur which as a result of a change or changes in the raw-materials and/or economic situation make the production and/or procurement of the product in question significantly more expensive than at the time of the relevant price agreements. The customer shall in such cases be deemed entitled within two weeks from notification of the price increase to cancel the orders affected.

III. Payment and setting-off

1. Where no agreement to the contrary is made or stated in Ancofer's invoices, the purchase price shall be deemed to be due without deduction immediately upon delivery and in a form, such that Ancofer can immediately dispose of the amount on the due date. The purchaser shall bear the costs of payment. The purchaser shall be

- deemed entitled to set off only amounts which are undisputed or have been ascertained at law; the same shall also apply to the exercise of rights of retention.
2. Where no higher rates of interest have been agreed, Ancofer will in case of arrears and in case of failure to meet the payment target (due date) charge interest at a rate of 8% above the base rate of the European Central Bank. Ancofer reserves the right to raise further claims for reimbursement of losses resulting from delayed payment.
 3. The purchaser shall without any necessity for a reminder for payment be deemed to incur arrears ten days at the latest after the amount in question becomes due for payment.
 4. Ancofer shall on the basis of the authorisation issued by AG der Dillinger Hüttenwerke, Vertriebsgesellschaft Dillinger Hütte GTS GmbH, Stuttgart and Jebens GmbH, Korntal-Münchingen, be deemed entitled to set off any and all receivables to which Ancofer has title against the purchaser against any and all receivables to which the purchaser for any legal reason whatsoever has title against Ancofer or one or more of the above-mentioned companies.
 5. Ancofer shall be deemed to enjoy the rights arising from Article § 321 of the German Civil Code (BGB) (Defence of Uncertainty) in cases in which it becomes apparent after the making of the contract that Ancofer's claims for payment may be jeopardised by the purchaser's inadequate solvency. Ancofer shall in such cases also be deemed to be entitled to require immediate settlement of any and all amounts receivable not yet statute barred arising from ongoing business relations with the purchaser. The defence of uncertainty shall in all other cases also be deemed to extend to all other outstanding supplies and services arising from the business relationship with the purchaser.
 6. Agreed discounts shall in all cases be deemed to apply solely to the invoice amount net of carriage costs and to be contingent on settlement in full of all amounts and obligations owed by the purchaser to Ancofer at the time of deduction of the discount. Where no agreement to the contrary has been made, discount periods shall be deemed to start upon the date of invoice.
 7. Ancofer shall be deemed to be entitled to set off any and all claims to which Ancofer has title against the purchaser against any and all claims to which the purchaser for any legal reason whatsoever has title against Ancofer.

IV. Securities

Ancofer shall be deemed to possess the right to securities of the customary type and scope in order to secure its claims even to the extent that these are contingent or of finite duration.

V. Performance of deliveries, delivery periods and dates

1. Except in cases in which Ancofer bears responsibility for its incorrect or late receipt of supplies, Ancofer's obligation to supply shall be deemed to be contingent upon Ancofer's own on-time receipt of correct supplies.
2. Any and all statements concerning delivery times shall be deemed to be approximate. Any and all delivery periods shall be deemed to commence upon the date of Ancofer's confirmation of order and to be valid only on the precondition of clarification in good time of all details of the order and fulfilment in good time of all obligations on the part of the purchaser, including, for example, the obtainment of all official approvals, etc., the provision of letters of credit and guarantees and/or the receipt of downpayments.
3. The date and time of ex-works or ex-warehouse dispatch shall be deemed to be definitive concerning adherence to delivery periods and dates. In cases in which the goods cannot, for reasons for which Ancofer is not responsible, be shipped as agreed, adherence to such delivery periods/dates shall be deemed to have been met upon notification of readiness for shipment.

4. Incidents of Force Majeure shall be deemed to entitle Ancofer to delay delivery by the duration of the resultant hindrance plus an appropriate preparatory period. This provision shall also be deemed to apply in cases in which such incidents occur when delay has already been incurred. Force Majeure shall be deemed to include currency, trade policy and other sovereign and administrative acts, strikes, lockouts, operational problems for which Ancofer does not bear responsibility (e.g. fire, breakage of machines or rolls, shortages of feed materials or energy), obstruction of transport routes, delays incurred at customs/importation and all other circumstances of any nature whatsoever which without any responsibility on the part of Ancofer significantly complicate delivery or make it impossible. It shall be deemed unimportant whether such circumstance or circumstances affect Ancofer, the supplying works or an upstream supplier. Where for one of the parties to the contract fulfilment of such contract cannot as a result of the above-mentioned occurrences reasonably be expected and, in particular, where for one of the parties to the contract fulfilment of essential provisions of the contract is delayed for more than six months, such party shall be deemed entitled to declare cancellation of the contract.
5. In case of failure to meet delivery periods, the purchaser shall be deemed to enjoy the rights arising from Articles 281 and 323 of BGB only in cases in which he has firstly set Ancofer an appropriate period for delivery and - by way to this extent thus of deviation from Articles 281 and 323 of BGB - to declare simultaneously that he will, after expiry of the period set, refuse acceptance of the goods and/or services; the requirement for fulfilment shall after fruitless expiry of the period set be deemed excluded.
6. In case of delay, Ancofer shall be deemed to bear liability on the basis of Section XII. below for loss and/or damage resulting from delay verifiably demonstrated by the purchaser. Ancofer undertakes to state immediately the duration of the delay in delivery. The purchaser shall upon his becoming aware of the duration of the delay in delivery immediately state to Ancofer the amount of his foreseeable loss/damage as a result of delay. Where foreseeable loss/damage as a result of delay exceeds 20% of the value of the goods affected by the delay in delivery, the purchaser shall make immediate efforts to purchase a corresponding substitute, making use where possible and appropriate of opportunities for substitute purchases indicated by Ancofer and withdraw from the contract with respect to the quantity of goods/services affected by the delay in delivery; in such cases, Ancofer undertakes to reimburse to the purchaser the verified extra costs of the substitute purchase and the verified loss/damage as a result of delay for the intervening period. Ancofer's liability for verified loss/damage as a result of delay shall in cases in which the purchaser fails to fulfil his obligations to minimisation of loss arising from the above paragraph be restricted to 50% of the value of the quantity of goods/services affected. Section XII. shall be deemed to remain unaffected by this provision.
7. The purchaser shall be deemed to be entitled to withdraw from the contract without notice in cases in which Ancofer is entirely unable to deliver prior to passing of risk. The purchaser shall, in addition, also be deemed to be entitled to withdraw from the contract in cases in which the performance of a part of the supply of an order becomes impossible and the purchaser has a justified interest in declining part delivery. Where this is not the case, the purchaser shall be deemed obliged to payment of the proportional contract price for the part delivery. The same provision shall apply in cases of inability to fulfil on the part of Ancofer. Section XII. shall apply in all other instances.

VI. Retention of title

1. All goods supplied shall be deemed to remain the property of Ancofer (reserved title goods) until such time as all amounts receivable and also, in particular, the respective outstanding balances to which Ancofer is entitled under the business relationship (outstanding-balance retention of title) and any amounts receivable unilaterally established by the liquidator via optional novation have been paid in full. This provision shall also apply to future and contingent amounts receivable such as those arising from acceptor bills of exchange, for example, and also in cases in which payments are made against specially designated claims. Such outstanding-balance retention of title shall be deemed conclusively terminated upon settlement in full of all amounts remaining open at the time of payment and included in this outstanding-balance retention of title. Ancofer shall be deemed to be entitled to assign its claims for payment against the purchaser.
2. Processing and machining of the reserved title goods shall be deemed to take place without obligation for Ancofer as the manufacturer in the sense of Article 950 BGB. The goods processed/machined shall be deemed to be reserved title goods in the sense of No. 1 above. In the case of processing, joining and/or mixing of the reserved title goods with other goods by the purchaser, Ancofer shall be deemed to possess proportional co-ownership of the new good at the ratio of the invoice value of the reserved title goods to the invoice value of the other goods used. Where Ancofer's title lapses as a result of joining or mixing, the purchaser shall even now be deemed to transfer to Ancofer his rights of ownership to the new stock or good in the amount of the invoice value of the reserved title goods and shall be deemed to hold them for Ancofer free of charge. Ancofer's co-ownership rights shall be deemed to constitute reserved title goods in the sense of No. 1 above.
3. The purchaser shall be deemed to be entitled to dispose of the reserved title goods only in the course of his normal business and under his normal conditions of business and always provided that he is not in arrears and that he reserves ownership and that the amounts receivable from onward disposal are transferred to Ancofer in accordance with Nos. 4 to 6. The purchaser shall be deemed not to be entitled to dispose of the reserved title goods in any other way. The use of the reserved title goods for the fulfilment of contracts for work and services shall also be deemed to constitute onward disposal in the sense of this Section VI..
4. The amounts receivable from the onward disposal of the reserved title goods shall be deemed to be assigned even now to Ancofer together with all securities acquired by the purchaser for the amounts receivable. These shall serve to the same extent for securement as the reserved title goods. Where the purchaser disposes of the reserved title goods together with other goods not purchased from Ancofer, the amounts receivable from onward disposal shall be assigned to Ancofer proportionally at the ratio of the invoice value of the reserved title goods to the invoice value of the other goods sold. In case of disposal of goods in which Ancofer holds co-ownership interests in accordance with No. 2, a portion corresponding to Ancofer's co-ownership interest shall be assigned to Ancofer.
5. The purchaser shall be deemed to be entitled to recover amounts receivable from onward disposal. Such authorisation for recovery shall be deemed to be cancelled in case of revocation by Ancofer and, at the latest, in case of arrears of payment, failure to honour a bill of exchange or application for initiation of bankruptcy proceedings. Ancofer undertakes to make use of its right of revocation only in cases in which it becomes apparent after the making of the contract that Ancofer's claim for payment arising from this or other contracts with the purchaser is jeopardised by the purchaser's inadequate liquidity. The purchaser shall upon request by Ancofer inform

- his customers immediately concerning assignment to Ancofer and provide to Ancofer the documentation necessary for recovery of the amounts receivable.
6. The purchaser undertakes to inform Ancofer immediately concerning any seizure of assets or other attachments by third parties. The purchaser shall bear all costs necessary for raising of the attachment and/or for return transportation of the reserved title goods, where such costs are not reimbursed by third parties.
 7. Where the purchaser incurs arrears of payment or fails to honour a bill of exchange upon its maturity, Ancofer shall be deemed to be entitled to repossess the reserved title goods and to enter the purchaser's premises for this purpose if necessary. The same provision shall apply in cases in which it becomes apparent after the making of the contract that Ancofer's claim for payment arising from this contract or from other contracts with the purchaser is jeopardised as a result of the purchaser's inadequate liquidity. Repossession shall not be deemed to constitute withdrawal from the contract. The provisions of the German Insolvency Act shall be deemed to remain unaffected by these provisions.
 8. Where the invoice value of the existing securities exceeds the total amounts receivable secured, including accessory claims (interest, costs, etc.), by more than 50%, Ancofer shall release securities of its choice to this extent upon request by the purchaser.

VII. Grades, dimensions and weights

1. In the absence of a corresponding agreement, grades and dimensions shall be governed by the DIN/EN standards and/or materials data sheets valid at the time of the making of the contract and in the absence of these by trade usage. Deviations in the grade, dimensions and weight are deemed permissible under DIN/EN or under the applicable usage. References to standards such as DIN/EN and/or their component parts, for example, such as materials data sheets, test/inspection certificates and inspection standards, for example, and data/statements concerning grades, dimensions, weights and suitability for use shall not be deemed to constitute assurances or guarantees or declarations of conformity, manufacturer's declarations or corresponding symbols such as "CE" and "GS".
2. The weighing performed by Ancofer or Ancofer's upstream supplier shall be deemed definitive for weights. Verification of weight shall be accomplished by way of submission of the weight ticket. Where legally permissible, weights may be determined by standard without physical weighing. The customary additions and deductions ("trade measures") shall remain unaffected by this provision. Item quantities, coil quantities, etc. stated in the notification of shipment shall in the case of goods calculated and charged by weight be deemed non-binding. Where individual weighing is not customary practice, the total weight of the shipment shall be definitive. Differences vis-à-vis the calculated individual weights shall be proportionally distributed to these.

VIII. Acceptance inspections

1. Any acceptance inspection agreed may be performed immediately following notification of readiness for acceptance inspection only in the supplying works or in Ancofer's warehouse. Personnel costs for acceptance inspection shall be borne by the purchaser; material acceptance costs will be charged to the purchaser on the basis of the Ancofer price list or that of the supplying works.
2. Where for reasons for which Ancofer is not responsible the acceptance inspection is not performed on time, not performed to completion or not performed at all, Ancofer shall be deemed entitled to ship the goods without acceptance inspection or to store

the goods at the expense and risk of the purchaser and to charge the purchaser for this storage.

IX. Shipment, passing of risk, packing, part-delivery

1. Ancofer shall specify the route and means of shipment, and also the freight forwarders and haulage contractors.
2. Goods notified as ready for shipment in accordance with the contract shall be called off immediately; Ancofer shall otherwise be deemed entitled after reminder for payment to at its option ship the goods at the purchaser's expense and risk or at its own discretion to store them and charge them immediately. The legal provisions concerning delayed acceptance shall remain unaffected by this provision.
3. Where transportation via the intended route or to the intended destination within the scheduled time is for reasons for which Ancofer is not responsible not possible or significantly more difficult, Ancofer shall be deemed to be entitled to deliver via a different route or to a different destination; the purchaser shall bear any resultant extra costs. Ancofer shall previously provide the purchaser with an opportunity to respond.
4. The risk - including the risk of confiscation of the goods - shall for all transactions, including carriage-paid and free-of-charge deliveries, be deemed to pass to the purchaser upon handing over of the goods to a freight forwarder or haulage contractor and at the latest upon the goods' leaving the warehouse or supplying works. Ancofer will arrange insurance only upon instruction and at the expense of the purchaser. The purchaser shall be responsible for and bear the costs of unloading.
5. The goods will be supplied non-packed and with no protection against corrosion. Ancofer will supply in packed condition where this is customary trade usage. Ancofer will accept responsibility for packing, protection and/or transportation aids on the basis of its experience and at the purchaser's expense. Such packing, protection and/or transportation aids can be returned to Ancofer's warehouse. Ancofer will not bear the purchaser's costs for return transportation or for the purchaser's own disposal of the packing.
6. Ancofer shall where this is reasonable be deemed entitled to make part-deliveries. Over- and under-deliveries of the agreed quantity shall be deemed permissible in the scope customary in the industry. Statement of an "approx." quantity shall be deemed to entitle Ancofer to over-/under-deliver by up to 10% and to corresponding adjustment of price and charges.

X. Additional conditions for contract machining

1. In case of infringement of contractual and non-contractual obligations and, in particular, of impossibility of fulfilment, delay, "culpa in contrahendo" (negligence at the making of the contract) and tortious act, Ancofer accepts liability - including liability for its managerial staff and other servants - only in cases of intent and gross negligence and only within the scope of loss/damage typical of such contracts and foreseeable at the making of the contract. In all other instances, Ancofer accepts no liability whatsoever, including liability for defects and consequential damage arising from defects/deficiencies.
2. These restrictions shall not apply in case of culpable infringement of essential contractual obligations, where achievement of the purpose of the contract is jeopardised, in case of culpable harm to the life, body and/or health of persons and where and to the extent that Ancofer has accepted guarantee liability for the quality of the goods sold and in cases of mandatory liability under the Product Liability Act. The rules concerning onus of proof shall remain unaffected by this provision.
3. The orderer shall supply the material to be processed and all technical documentation necessary for processing in good time and at his own expense.

4. The material to be machined must be in perfect condition and correspond to the stated data. The material must not feature defects which would complicate machining; it must also feature the allowances customary for the intended machining process.
5. Any and all extra costs and loss/damage resulting from the fact that the material fails to conform with Item 4. above (in case, for example, of porosity, sand inclusions, brittleness, hardness or other circumstances causing extra working costs) will be charged additionally. The same shall apply to extra costs and loss/damage arising from inadequate or lacking technical documentation. Where the material, for one of these reasons or for any other reason for which Ancofer is not responsible becomes unusable, Ancofer shall be deemed to possess an additional right to remuneration for the work performed and materials consumed up to ascertainment of the defect/deficiency.
6. Ancofer undertakes to perform the work contracted with due care and attention. Ancofer is, however, unable to accept any liability whatsoever for loss, damage or delays resulting from defects/deficiencies in the material, errors/deficiencies in the technical documentation and/or other information/data and/or from distortion of the work during or after machining.
Ancofer undertakes in case of justified complaints submitted in the correct form and within the correct period to meet its obligations solely by means of elimination of defects. Where the material becomes unusable for reasons for which Ancofer is responsible Ancofer shall bear its costs as incurred up to the time of ascertainment of the defect/deficiency. Ancofer will also process under the conditions stipulated in this contract replacement materials delivered free-of-charge for Ancofer.
7. Where no agreement to the contrary has been made, all scrap, machining waste and other waste products shall be deemed the property of Ancofer.

XI. Liability for physical defects

1. The goods shall be deemed conformant to the contract provided they deviate at the time of passing of risk only insignificantly or not at all from the agreed specification; the conformity with the contract and freedom from defect of Ancofer's supplies shall be determined solely on the basis of the express agreements concerning the quality and quantity of the goods ordered. Only where and to the extent expressly agreed will liability be accepted for a specific utilisation or specific suitability; in all instances, the utilisation and suitability risks shall reside solely with the purchaser. Ancofer accepts no liability whatsoever for any deterioration in or loss or destruction or incorrect treatment of the goods occurring after the passing of risk.
2. The contents of the agreed specification and any utilisation expressly agreed shall not be deemed to constitute a guarantee; acceptance of guarantee liability by Ancofer shall require written agreement.
3. The purchaser shall inspect goods delivered immediately upon receipt. Complaints will be acknowledged only provided defects/deficiencies are notified in writing without delay and seven days from delivery of the goods at the latest. Complaints concerning concealed defects/deficiencies must be submitted in writing immediately upon their discovery and prior to the expiry of the agreed or legal statute-barring period at the latest.
4. In case of physical defects, Ancofer may at its option, taking account of the purchaser's interests, perform post-fulfilment either by means of replacement delivery or elimination of defects. The purchaser shall have only the right of reduction in price in cases in which the physical defect is only insignificant.
Where successful post-fulfilment by Ancofer is not accomplished within an appropriate period, the purchaser shall be deemed entitled to set Ancofer an appropriate period for post-performance, after the fruitless expiry of which he shall be entitled either to

reduce the purchase price or to withdraw from the contract. More extensive claims shall be deemed not to exist. Section XII. shall be deemed not to be affected by this provision.

5. In case of legal defects, Ancofer shall be deemed to have the right to post-fulfilment by means of elimination of the legal defect within two weeks from receipt of the goods. No. 4, Para. 2 shall apply accordingly in all other instances.
6. Ancofer shall be deemed to be entitled to decline post-performance where such is possible only at unreasonable cost. This is generally the case if the direct costs of post-performance including the expenses necessary for this purpose exceed 150% of the final invoice price (not including Value Added Tax) of the goods in question. Costs associated with the installation and de-installation of the defective item, and the purchaser's costs for his own rectification of a defect without the necessary legal basis shall be deemed to be excluded from this provision.
Except where in accordance with the use of the goods in accordance with the contract, Ancofer will not bear any expenses resulting from the goods supplied being moved to any place other than the agreed place of fulfilment.
7. Submission of complaints concerning defects/deficits which can be ascertained at the type of acceptance inspection agreed after performance of an agreed inspection of the goods by the purchaser shall be deemed to be excluded.
8. In case of complaints, the purchaser shall immediately provide Ancofer with an opportunity of examining the goods in question; the goods in question or a sample thereof shall at Ancofer's request be provided to Ancofer at Ancofer's expense. Ancofer reserves the right in case of unjustified complaints to charge carriage, handling and inspection costs to the purchaser.
9. In the case of goods sold as downgraded material, i.e. so-called "IIa" goods, the purchaser shall be deemed not to possess rights of complaint concerning the stated reasons for downgrading and for such defects as might normally be expected in such material.
10. The purchaser's rights of recourse against Ancofer in accordance with Article 478 BGB shall be restricted to the legal scope of the complaints made against the purchaser by third parties and shall in all cases be contingent on the purchaser having complied with his obligation to Ancofer to notify defects/deficiencies in accordance with Article 377 HGB (German Commercial Code).

XII. General liability limitation and statute-barring

1. Where no provision to the contrary is contained in these conditions, Ancofer accepts liability for reimbursement of loss/damage as a result of the infringement of contractual and non-contractual obligations and, in particular, in case of impossibility of fulfilment, delay, "culpa in contrahendo" (negligence at the making of the contract) and tortious act only in case of intent or gross negligence on the part of its legal representatives and/or servants and in case of culpable infringement of essential contractual obligations. In case of culpable infringement of essential contractual obligations, Ancofer - other than in cases of intent or of gross negligence on the part of its legal representatives and/or servants - accepts liability only for loss/damage foreseeable and typical for such contracts. Liability on the part of Ancofer, including liability for defects/deficiencies and consequential damage, shall in all other instances be deemed to be excluded.
2. The above restrictions shall be deemed not to apply in case of culpable infringement of essential contractual obligations where the achievement of the intention of the contract is jeopardised, in cases of mandatory liability under the Product Liability Act, in case of harm to the life, body and/or health of persons and where and to the extent that Ancofer has deliberately failed to disclose known defects/deficiencies in the goods or

has guaranteed the absence of such defects/deficiencies. The rules concerning onus of proof shall remain unaffected by this provision.

3. Where no agreement to the contrary has been made, complaints and contractual claims arising for the purchaser against Ancofer as a result of and in conjunction with delivery of the goods shall be deemed to be statute-barred one year after delivery of the goods. The legal periods for statute-barring applying to goods which have been used in their customary manner for a structure and have caused the defectiveness of such structure shall remain unaffected by this provision. Sentence 1 shall, in addition, not apply in cases of gross negligence, intent, harm to the life, body and/or health of persons and deliberate failure to disclose a known defect/deficiency. Elimination of defects and replacement supply shall be deemed not to cause the period for statute-barring to start anew.

XIII. Proof of exportation, Value Added Tax

1. Where a purchaser not domiciled in the Federal Republic of Germany ("foreign customer") or his representative collects goods or transports or sends them to a third-party country such purchaser shall provide Ancofer with the proof (certificate) of exportation necessary for tax purposes.
Where such proof is not submitted to Ancofer the purchaser shall where Ancofer is able to claim tax exemption for export deliveries pay the value added tax applicable to the invoice amount within the Federal Republic of Germany for the delivery exported.
2. In case of deliveries from the Federal Republic of Germany to other EU states the purchaser shall prior to delivery inform Ancofer of his tax and VAT identification number under which taxation of his profit and income is conducted within the EU. The purchaser shall otherwise pay to Ancofer in addition to the agreed purchase price the amount of Value Added Tax owed by Ancofer for Ancofer's supplies.

XIV. Place of fulfilment, legal venue and applicable law, miscellaneous

1. The place of fulfilment for Ancofer's supplies shall in the case of ex-works delivery be the supplying works, and in all other cases Ancofer's warehouse. The place of fulfilment for the purchaser's obligation to payment and the legal venue for both parties to the contract shall be Ancofer's city of domicile. Ancofer shall also be deemed to be entitled to take legal action against the purchaser at the purchaser's general legal venue.
2. The Substantive Law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 shall apply.
3. Where a provision or provisions of these General Terms and Conditions of Supply and Payment is/are or prove(s) to be invalid or unenforceable, such circumstance shall be deemed not to affect the validity of the remaining provisions.