

# General Terms and Conditions of Purchase

TRIMET Aluminium SE

## Supplementary contractual provisions, revision 5

1. These additions shall be valid for all contracts for work and services and for all service and investment orders on the plant premises and on the plant facilities at the Essen, Hamburg, Voerde and Gel-senkirchen sites of TRIMET Aluminium SE, the Client.

2. The Contractor shall work completely independently and assume responsibility for the proper and successful execution of the work. The Contractor must keep the plant free from material defects and defects of title (Section 633 (1), German Civil Code (BGB)).

3. The Contractor, at no additional cost, shall provide tools and the machinery, operating supplies, industrial gases, fuel and protective work clothing that are required to execute the assigned work.

4. The Contractor shall comply with the relevant statutory environmental standards and minimise environmental pollution.

5. All packaging materials, pallets, containers, etc. must be taken back and properly disposed of by the Contractor at no cost to the Client.

6. Following the completion of the work and successful start-up operations, the Client's responsible technical department shall carry out the final inspection and acceptance. Suitable acceptance and/or inspection reports must be drawn up and must be signed by both contractual partners.

7. The Client shall assume no liability for any belongings of the staff who are employed or engaged by the Contractor.

8. Generally, the engagement of subcontractors is not desired. The Client must be notified of any planned engagement of subcontractors before the order is accepted. If subcontractors are used, the Contractor shall guarantee that the subcontractors, within the framework of their supplies and/or services, undertake the same commitments in relation to the Client that the Contractor himself has undertaken.

9. All of the staff deployed by the Contractor (permanent, engaged under the Temporary Employment Act (AÜG) or the contract for work and services, subcontractors) shall be subject exclusively to the Contractor's management prerogative. The Client may reject the deployment of subcontractors.

10. The rendering of the service and/or the implementation of the work activities shall be governed by the relevant European, Federal German and local Land-level laws, as well as official guidelines, trade association regulations, supervisory authorities, Land and Federal authorities:

Also applicable:

For the Essen site: Work rules TAE-ASUS-500 rev. 3

For the Hamburg site: Work rules THH-ASUS-500 rev. 2

The above articles shall be deemed to have been accepted when the order is confirmed and/or the order has been executed.

In the event of queries on this subject, the Contractor can get in touch with the Purchasing department:

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Mr Mieta, Purchasing TRIMET Hamburg  
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Ms Claudia Lauerburg, Purchasing TRIMET Voerde  
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11. The Contractor shall assume full liability for any damage inflicted on the Client by the Contractor, his permanent employees, his subcontractors, his employees hired in accordance with the AÜG, and employees engaged under the contract for work and services.

12. The Contractor shall exempt the Client from claims of third parties which arise from loss or damage and for which the Contractor was responsible. The public liability insurance policy for personal injury and damage to property must be submitted to the responsible member of staff in the Purchasing department before the order is awarded.

13. All of the Client's employees generally speak German. To be able to follow safety-relevant instructions in dangerous situations, all employees of the Contractor must be able to communicate in the German language. Any deviations from this must be regulated separately in writing. The Contractor must guarantee this when selecting his employees (permanent, AÜG, contract for work and services, subcontractors).

14. Valid residence and work permits for all of the Contractor's employees (permanent, AÜG, contract for work and services, subcontractors) must be submitted to the Client before work commences on the construction site.

15. Any employment of persons by the Contractor without a valid residence and/or work permit (permanent, AÜG, contract for work and services, subcontractors) or any other illegal employment shall entitle the Client to cancel the Contract with good reason. This shall not affect the Client's other cancellation rights (BGB, German Construction Contract Procedures).

16. Unless otherwise agreed, all waste materials shall pass into the ownership of the Contractor. He shall be responsible for disposing of these properly, whereby the key numbers associated with the waste must be agreed with the Client in accordance with the AVV. The Contractor must submit to the Client all proof of waste disposal promptly and without having to be asked.