GENERAL TERMS AND CONDITIONS

§ 1
General; Scope of application

1.
The following General Terms and Conditions (GTC) shall apply to all business relations between HKN Business & Internet Solutions GbR Jan Herburg ▪ Oliver Kress ▪ Lars Niedopytalski, Oberaltenallee 36, 22081 Hamburg (hereinafter "HKN"), and its customers (hereinafter "Customer"), in particular to the use of the internet service www.stahl-kompakt.de (hereinafter "STAHLkompakt") as well as to all services of HKN in connection therewith, also for future business relations, even if they are not expressly agreed again. The current version of these GTCs shall apply.

2.
Deviating, conflicting or supplementary GTCs do not become part of the contract - even if HKN is aware of them - unless HKN expressly agrees to their validity in writing.

§ 2
Registration; Conclusion of the contract

1.
The prerequisite for the unrestricted use of STAHLkompakt is prior registration. Interested parties have the option of registering either as a dealer, as a purchaser, as a steelworks, as a service centre or as a consultant/designer. HKN alone decides on the admission of the registration application. There is no entitlement to admission to use the services offered by HKN.

2.
Only legal entities and natural persons with unlimited legal capacity may register, provided they are entrepreneurs as defined by § 14 of the German Civil Code (BGB). Use as a consumer within the meaning of § 13 BGB is expressly excluded. The registration of a legal person requires that this is carried out by a natural person authorised to represent or appropriately authorised, who must be named in full at the time of registration. When registering, customers must provide the data provided by HKN in the registration form for this purpose truthfully and in full.

3.
By accepting these General Terms and Conditions - online by clicking on the check box provided for this purpose - an effective contract on the use of STAHLkompakt and all related services shall be concluded between the Customer and HKN upon completion of the registration. The costs that may be incurred in this regard are governed by § 5.

4.
A customer account and the rights arising therefrom are not transferable.

§ 3
Business Object; Services of HKN; Notes

1.
HKN is active with STAHLkompakt as a service provider in the field of steel and steel purchasing (purchasing, trading, consulting, information, seminars etc.) and offers its customers various different products in this field.

a)
On the one hand, customers of STAHLkompakt can send HKN their requests for steel and semi-finished steel products in the "Request/E-Auction" section. HKN then takes over the entire enquiry process on the basis of the information provided by the customer, either as a classic tender or as part of an e-auction (in cooperation with MySupply GmbH).

b)
In addition, HKN offers - also to non-registered - companies consultancy and coaching in the field of purchasing organisation, the scope and costs of which are agreed between HKN and the company in each individual case; HKN also holds seminars on the subject of "steel purchasing".

c)
With the "Price Forecast", HKN also offers its registered customers a monthly market report (in pdf-format) on the most important factors influencing steel prices for a fee.

d)
Another focus of HKN's offer is the premium area for which a fee is charged, consisting of the steel supplier search as well as an extensive information portal on the subject of steel ("Steel Price Index", "Price Information" and "Steel Information").

2.
HKN expressly points out that it does not owe its customers any success in the context of processing steel enquiries (enquiries/e-auction) in such a way that regular enquiries to dealers and regular offers to buyers in response to enquiries made to HKN or the conclusion of contracts of any kind are guaranteed.

3.
HKN also expressly points out that offers submitted in response to enquiries sent by HKN are binding, at least for the period of any commitment period specified in the offer itself.

4.
HKN further expressly points out that in the event of a contract being concluded between the Dealer and the Buyer following the successful transmission of offers from HKN in response to enquiries/auctions from customers, a legally binding purchase contract shall only be concluded between the steel supplier (= Dealer) and the Buyer (= HKN's customer). HKN shall not become a contracting party in this respect and shall therefore not be liable for any obligations arising from the purchase contracts concluded via STAHLkompakt, in particular not for performance, i.e. delivery, or for defects in quality or title of the purchased item.

5.
The information and data made available via the supplier search and in HKN's information and price portal are selected, checked and entered in the corresponding databases by HKN with due care. HKN can nevertheless accept no liability whatsoever for the accuracy of the information. The Customer is aware of this and expressly assumes any risks in connection with the use of the information and data made available on STAHLkompakt.

§ 4
Scope of use

1.
The customer is only entitled to use the Internet portal within the framework of the current state of the art. HKN does not owe and cannot guarantee trouble-free, uninterrupted availability.

2.
HKN will regularly carry out maintenance work on the Website, which will usually be carried out at weekends. During this period, STAHLkompakt will not be available or will only be available to a limited extent.

3.
Customers are expressly prohibited from reselling for commercial purposes or otherwise using the data and information acquired via STAHLkompakt, in particular via the steel price index and the supplier search, in any form whatsoever. In the event of any infringement, the Customer shall be liable to HKN for damages.

4.
The use of the premium area is limited to a maximum of 10 users within the customer's company. Users from subsidiaries or other companies affiliated with the customer are expressly excluded.

§ 5
Usage fees and commissions; Term of contract; Termination

1. Costs of registration

Neither a registration fee nor a regular, ongoing usage fee shall automatically become due upon registration and use of STAHLkompakt alone. Costs shall be incurred by STAHLkompakt's customers only in the cases expressly mentioned in clauses 2 to 4 below.

2. Costs for enquiries/e-auctions

The respective fee for a customer's steel enquiry is agreed individually in advance. After HKN has reviewed the enquiry and clarified all the requirements, the customer will receive a corresponding fee quotation in good time, which the customer must confirm in writing.

A fee is only due in both variants (classic tender/e-auction) if HKN meets all the criteria specified by the customer in advance (material, dimensions, quantity, price, delivery date, etc.).

If, for any reason, a client does not accept an offer brokered by HKN that meets the criteria stated

by him within the commitment period stated by the provider, HKN's fee claim remains unaffected by this.

There shall be no refund of the remuneration if a purchase contract is not fulfilled by one or both contracting parties for reasons for which HKN is not responsible, is cancelled by mutual agreement or similar.

3. Costs access Premium Area

With the registration also for the Premium Area, an unlimited contract on access to the Premium Area is concluded between HKN and the customer.

As a rule, the Premium Area shall be activated within 24 hours of the Customer's online registration. For the use of the STAHLkompakt Premium Area, HKN shall charge its Customers fees in the following amount, which shall depend on the minimum contract term selected by the Customer as part of its registration:

a) Minimum contract period 1 month, renewal thereafter for a further month at a time:

EUR 89,00 (plus VAT) monthly

b) Minimum contract term 1 year, renewal thereafter for a further contract year in each case:

EUR 750,00 (plus VAT) per year

c) Termination of the Premium Area

Access to the Premium Area can be terminated by the customer in the case of the one-month minimum contract period at any time with a notice period of 2 weeks to the end of a calendar month.

In the case of the one-year minimum contract term, access to the premium area can be terminated by the customer at any time with one month's notice to the end of a contract year (beginning with activation to the premium area).

4. Costs price forecast

The STAHLkompakt Price Forecast can be ordered on the basis of the subscription type selected by the Customer within the scope of its registration as follows:

a) as individual call-off (as required by sending a message to ServiceTeam@stahl-kompakt.de)

EUR 129,00 (plus VAT) per issue called up (for premium customers: EUR 99,00)

b) with a minimum contract term of 1 year, renewal thereafter for a further contract year in each case:

EUR 590,00 (plus VAT) per year (for premium customers: EUR 450.00)

The annual subscription for the price forecast can be cancelled by the customer at any time with one month's notice to the end of a contractual year (beginning with the dispatch of the first issue by e-mail).

5.
HKN is entitled to unilaterally increase the monthly or annual fees in accordance with clauses 3 and 4 if they have remained unchanged for at least 3 years.

A corresponding announcement will be made on the website at least one month in advance, so that every customer has the opportunity to give notice of ordinary termination of his contract before the increase.

In the case of an annual subscription (item 3 lit. b and/or item 4 lit. b), the increase shall take effect at the earliest after the end of the current contract year.

6. Accounting

HKN will invoice customers for the fees incurred for the use of the Premium Area in the case of a monthly subscription, usually in the middle of a quarter for a three-month period, and in the case of cancellation of the subscription, promptly after receipt of notice of cancellation and for the period until termination of the contract.

The fees for an annual subscription will be invoiced within two weeks of the customer's registration and activation for the premium area, and subsequently at the beginning of the following year.

The respective invoice amount is due for payment in all cases within 21 days of the invoice date. From this point in time, interest of 10% is payable on HKN's claim without the need for a further reminder.

§ 6
Changes to customer data; Securing access; News

1.
If the contact details provided by the customer change after registration, the customer is obliged to inform HKN of this immediately. The customer has the option of updating this data independently in his password-protected customer area or informing HKN of this in text form.

2.
If HKN sends e-mails to the e-mail address stored by the customer, HKN has fulfilled its information obligations, for example with regard to invoices, reminders etc. It is also the responsibility of the customer to configure any filter systems (e.g. firewalls, virus and spam filters) that may exist on the customer and/or provider side in such a way that the receipt of e-mails from HKN is guaranteed at all times.

3.
The customer expressly agrees that HKN may inform him/her about news - but exclusively concerning HKN's services or company - via the e-mail address provided during registration. This

includes in particular the STAHLkompakt newsletter. The Customer is entitled to revoke this permission vis-à-vis HKN at any time.

§ 7
Limitation of liability

1.
HKN is liable for damage caused intentionally and by gross negligence, claims under the Product Liability Act and in the event of injury to life, limb or health, subject to the following provisions in accordance with the statutory provisions.

2.
in the case of damage caused by gross negligence, HKN's liability is limited to compensation for the direct damage to the customer that is typical for the contract and foreseeable at the time the contract was concluded, unless the damage was caused by HKN's executives or legal representatives. In this case HKN's liability is unlimited.

3.
In the event of simple negligence on the part of HKN or its vicarious agents, HKN shall only be liable if an essential contractual obligation (so-called cardinal obligation) has been breached. In these cases, liability is limited to the direct damage to the customer that is typical for the contract and foreseeable at the time the contract was concluded. This also applies to breaches of duty by HKN's executives or legal representatives.

4.
HKN accepts no liability for damage caused by misuse of the customer's password.

§ 8
Exemption

The customer shall indemnify HKN against all claims asserted against HKN by other customers or other third parties on the basis of an infringement of their rights by the offers and content posted by the customer on STAHLkompakt. The customer shall advance HKN the costs incurred by HKN for the necessary legal defence upon request and shall bear such costs in the event that the customer is responsible for the infringement.

§ 9
Data processing and protection

The customer agrees that HKN may collect, process and use the customer's personal data as well as content, usage and billing data in connection with the use of STAHLkompakt. HKN shall store the data within the framework of the statutory data protection provisions. Insofar as necessary for the performance of the contract, the customer's data may be passed on to third parties engaged by HKN for this purpose. The disclosure of the data for other purposes, in particular for advertising purposes, is expressly excluded and requires the separate consent of the customer. In addition, reference is made to the data protection provisions on STAHLkompakt.

§ 10
Applicable Law; Place of jurisdiction

1.
The substantive law of the Federal Republic of Germany shall apply exclusively.

2.
For all disputes arising out of or in connection with the use of STAHLkompakt, Hamburg (Germany) shall be deemed to be the exclusive place of jurisdiction agreed between the respective customer and HKN.

STAHLkompakt is an offer of the:

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