

Preamble

Metals Hub GmbH, Germany, (hereinafter referred to as "Metals Hub") is providing an online marketplace or platform called metalshub-Platform under www.metals-hub.com (hereinafter referred to as "the metalshub-Platform" or "the Site") for third party sellers and buyers of goods to initiate requests for offers or bids through listings (hereinafter referred to as "Listing"), negotiate and complete the transaction and conclude a contract over the Site (hereinafter referred to as "Service"). Metals Hub can provide other services linked to the actual sale and purchase of goods.

1 Scope

- 1.1 Metals Hub objects to the application of the terms and conditions by the user of the metalshub-Platform (hereinafter referred to as "User") unless Metals Hub explicitly agreed to their application in writing.
- 1.2 Metals Hub provides the metalshub-Platform solely for entrepreneurs according to Sec. 14 German Civil Code (Bürgerliches Gesetzbuch). An entrepreneur means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.
- 1.3 The placement of offers, texts, pictures or other content in the metalshub-Platform that violates legal provisions or public morality, these terms and conditions and/or third-party rights is prohibited (hereinafter referred to as "Prohibited and Restricted Goods"). Prohibited and Restricted Goods are especially, but not limited to, such that
 - violate copyright, trademark, competition regulations or legal regulations to protect minors, or
 - contain false or misleading information.

2 Registration for the metalshub-Platform and conclusion of Agreement

- 2.1 By completion of the registration form, accepting these terms and conditions and clicking on the "**Register**"-button in the registration form, the User makes a binding offer for the conclusion of this agreement for an indefinite period. A valid binding offer requires all mandatory fields in the registration form to be completely and correctly filled in by the User. To register the User must provide the information Metals Hub requests from the User during the registration process. This may include, but is not limited to, the User's name, email address, phone number, company name, VAT number, the User's position, delivery address and certificate of incorporation. The User must provide Metals Hub with true accurate and complete information when registering and maintain and promptly update that information from time to time as required.

- 2.2 Metals Hub immediately sends an e-mail to confirm receipt of the User's offer ("Offer confirmation mail"). This e-mail does not constitute the acceptance of the offer. If Metals Hub accepts the User's offer by sending a separate email expressly stating Metals Hub's acceptance and containing a personalised link. Metals Hub is entitled to accept User's offer within 5 working days. To complete the registration the User has to call up the link provided in the e-mail to verify his email address. With successful registration Metals Hub will create a user account for the metalshub-Platform that can be accessed by the User entering his email address and the password selected during registration (hereinafter referred to as "Access Password").
- 2.3 This agreement becomes effective with Metals Hub Acceptance of User's offer. However, some functions are only accessible when completing the registration process and the activation of the User's account by Metals Hub.
- 2.4 Only registered buyers and sellers who have completed the full registration process and have agreed these terms and conditions (hereinafter referred to as "Buyer" or "Seller", together "User") may participate in buying or selling goods via the Site. The extent of rights visitors without full registration have may differ and is in Metals Hub's sole discretion.
- 2.5 Metals Hub provides the metalshub-Platform solely for entrepreneurs, whose business model include buying and selling of goods that are available on the metalshub-Platform. Users must only register in case their business model match this purpose.
- 2.6 Metals Hub reserves the right to reject any registration in whole or in part to anyone at any time and for any reason, especially if an entrepreneur trying to register fails the sanction check set out in Sec. 3.4.

3 Role of Metals Hub

- 3.1 Metals Hub provides an online marketplace for third party Sellers and Buyers of goods. Sellers and Buyers can negotiate and conclude the terms of their transaction on the metalshub-Platform. Metals Hub is not involved in the actual sale and purchase of goods which is taking place using the Site (transaction contract).
- 3.2 Any transaction contract concluded by using the Site is solely between the Buyer and the Seller of goods. Metals Hub is not liable for the execution of this contract and the performances of Buyer and Seller.
- 3.3 Metals Hub may provide services associated with the products. Those services will be subject to a separate agreement.

- 3.4 Metals Hub is performing sanction checks on every party registering on the Site by accessing third party databases and will only enable registration to the extent and as long as such party is sanction free according to these third party data bases. Metals Hub does neither warrant nor guarantee that any party which is sanction free according to the third party databases used by Metals Hub will indeed be free of any sanctions at the time of registration or in the future.

4 User Obligations

- 4.1 The User is obliged to keep his Access Password strictly confidential and to regularly renew the Access Password for safety reasons. In the event that, through the negligence of the User, third parties misuse the Access Password to gain access to the account, the User shall assume the responsibility for said actions as if he had performed these actions himself. In the event that the User determines or suspects that his Access Password is misused by third parties, the User is obliged to immediately change his Access Password or, in case this is not possible, to immediately inform Metals Hub.
- 4.2 The User is in such case entitled to demonstrate that he sufficiently secured the Access Password and did not carry out the action himself.
- 4.3 The person registering for the User guarantees to be authorised to represent the User in registering. The person buying or selling goods on the metalshub-Platform guarantees to be authorised to act on the User's behalf and to validly conclude agreements on behalf of the User.
- 4.4 When selling through the metalshub-Platform the Seller must
 - be the legal owner of the goods and to be authorised to sell such goods,
 - be able to transfer legal title to such goods free from any encumbrances, claims or liens,
 - ensure that the Listing on the Site offering the goods is complete, accurate and not misleading,
 - ensure that the goods comply with any applicable laws, are safe, and packaged appropriately,
 - fully perform any contract entered into with a Buyer, and
 - not to arrange a sale for the respective goods in relation to a specific Listing outside of the metalshub-Platform; for the avoidance of doubt: any follow-up business between Buyers and Sellers who initially got in contact via the metalshub-Platform outside of the metalshub-Platform shall not be prohibited.

- 4.5 When buying through the metalshub-Platform the Buyer must
 - be authorised to buy such goods on behalf of the company,
 - comply with any applicable laws,
 - fully perform any contract entered into with a Seller,
 - ensure that the Listing on the Site with the intention to buy the goods is complete, accurate and not misleading, and
 - not to arrange a sale for the respective goods in relation to a specific Listing outside of the metalshub-Platform; for the avoidance of doubt: any follow-up business between Buyers and Sellers who initially got in contact via the metalshub-Platform outside of the metalshub-Platform shall not be prohibited.
- 5 Buying or selling goods on the metalshub-Platform by creating a Listing**
- 5.1 Buyers and Sellers can create a Listing. A Listing contains relevant contractual data such as, but not limited to, price and further documents the Buyer or Seller wants to upload.
 - When offering goods on the metalshub-Platform a Seller can create a Listing request for bids (hereinafter referred to as “Request for Bids”).
 - When buying goods on the metalshub-Platform a Buyer can create a Listing request for offers (hereinafter referred to as “Request for Offers”).
- 5.2 The Buyer or Seller can choose to remain anonymous when creating a Listing on the metalshub-Platform. This means that the listing does not state the company name of the Listing owner.
- 5.3 The Buyer or Seller can select counterparties from a list of counterparties that should not be able to see the Listing.
- 5.4 The Buyer or Seller needs to determine the Listing validity. This date determines when the Listing will not be shown on the metalshub-Platform anymore to Users. Commenced negotiations can be continued until a final agreement has been reached.
- 5.5 The Buyer or Seller needs to confirm that the information provided are complete, accurate and not misleading before the Listing will be visible on the Site for other Users.
- 5.6 When receiving bids or offers on the metalshub-Platform for a Listing the Buyer and Seller can negotiate the terms of the transaction contract with the counterparty individually, including the underlying general transaction terms and conditions that will apply to the transaction until they are satisfactory for the Buyer and Seller.
- 5.7 With receiving bids or offers the identity of the Listing owner will automatically be shared with the party placing a bid or offer (but solely with the relevant party). The identity of the party placing the bid or offer will also be shared with the Listing owner at the same time.
- 5.8 All prices on the metalshub-Platform are excluding VAT and it is the Seller's responsibility to determine, whether VAT or any other duties are likely to apply to the sale of goods to the Buyer.
- 6 Buying or Selling goods on the metalshub-Platform by responding to a Listing**
- 6.1 A Seller can respond to a Request for Offers initiated by a Buyer on the metalshub-Platform by
 - accepting the terms of the Buyer in full and without further negotiation or
 - placing a binding or non-binding offer against the listing and negotiating the terms of the transaction contract until they are satisfactory for the Seller.
- 6.2 A Buyer can respond to a Request for Bids initiated by a Seller on the metalshub-Platform by
 - accepting the terms of the Seller in full and without further negotiation or
 - placing a binding or non-binding bid against the listing and negotiating the terms of the transaction contract until they are satisfactory for the Buyer.
- 6.3 With submitting a bid or an offer, the Buyer or Seller automatically discloses his identity to the Listing owner.
- 6.4 When negotiating on the metalshub-Platform about a Listing the Buyer and Seller can negotiate the terms of the transaction contract individually, including the underlying transaction terms and conditions that will apply to the transaction.
- 7 Acceptance and Confirmation**
- 7.1 Any party (Buyer or Seller) in a negotiation can accept the other sides proposed transaction terms by selecting “Accept”. This is only possible if all relevant data is completed.
- 7.2 By accepting the transaction terms the party accepting speaks out a binding offer/bid based on the proposed terms to the other side.
- 7.3 The party receiving a binding offer/bid in form of accepted transaction terms or as a binding bid/offer needs to confirm the bid/offer by selecting “Confirm”. This confirmation concludes the transaction contract based on the underlying transaction terms agreed from both sides, including the underlying general transaction terms and conditions that will apply to the transaction.
- 7.4 For any transaction contract concluded over the metalshub-Platform the Seller is obliged to pay a transaction fee to Metals Hub.
- 7.5 The basis of calculation can be found in the respective Listing.
- 7.6 The transaction fee has to be paid within 14 days after receiving the invoice.
- 8 Additional services provided by Metals Hub**
- 8.1 If either party requests Metals Hub to perform additional services in connection with the agreement concluded between Buyer and Seller via the metalshub-Platform, Metals Hub will conclude a separate agreement with the respective party about the provision of such additional services
- 9 Accuracy of information and availability of the Site**
- 9.1 While Metals Hub tries to make sure that the Site is accurate, up-to-date and free from bugs, Metals Hub cannot guarantee that it will be. Furthermore, Metals Hub cannot guarantee that the Site will be fit or suitable for any particular purpose. Any reliance that a User may place on the information on the Site is at their own risk.
- 9.2 Content on the Site is provided for general information purposes. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purpose.
- 9.3 While Metals Hub tries to make sure that the Site is available for use, Metals Hub does not guarantee that the Site is available at all times nor does Metals Hub guarantee the uninterrupted use of the Site. Metals Hub may suspend or terminate operation of the Site at any time as required. Metals Hub warrants that the Site will be available 98% in the annual average.
- 10 Viruses**
- 10.1 While Metals Hub shall use reasonable endeavours to ensure that the Site will be secure or free from bugs or viruses, Metals Hub cannot guarantee it.
- 10.2 Users are responsible for configuring their information technology, computer programmes and platform in order to access the Site. They should use their own virus protection software.
- 10.3 A User must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. They must not attempt to gain unauthorised access to the Site, the server on which it is stored or any server, computer or database connected to the Site. They must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. Metals Hub will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing the identity of the offender to them. In the event of such a breach, the right to use the Site will cease immediately.
- 11 Intellectual Property Rights**
- 11.1 The Site, the Services, and all intellectual property rights in the Site and the Services (including, but not limited to, any text, image, video, audio or other multimedia content, software or other information or material) are owned by Metals Hub, our licensors or both (as applicable). Metals Hub and its licensors reserve all rights in any intellectual property in connection with these terms and conditions.

11.2 Nothing in these terms and conditions grants the User any legal right to the Site or the Services if not necessary to enable the User to access the Site and make use of the Services whilst the user is a registered user of the Site. The User agrees not to adjust, to try to circumvent or delete any notices contained on the Site or relating to the Services (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site or relating to the Services. Any rights granted to the User under these terms and conditions shall be limited, non-transferable, and limited in time to the duration of this agreement. The User shall not, without limitation, modify, distribute, copy, republish or make any derivative of the Site or the Services.

11.3 The User allows Metals Hub to use the User's intellectual property rights to operate and promote the Site and/or provide the Services.

12 Liability

12.1 Metals Hub shall only be fully liable for intent and gross negligence as well as damages caused by injury to life, body or health.

12.2 In an event of slight negligence, Metals Hub shall be liable only for breaches of a material contractual obligation (cardinal duty). A „cardinal duty“ in the sense of this provision is an obligation whose fulfilment makes the processing of this agreement possible in the first place and on the fulfilment of which the User may therefore generally rely.

12.3 With regard to sect. 12.2, Metals Hub shall not be liable for any lack of commercial success, lost profits or indirect damages.

12.4 Liability in accordance with sect. 12.2 shall be limited to the typical, foreseeable damages..

13 Termination

13.1 This agreement remains effective for an unlimited period of time and can be terminated by the User at any time and by Metals Hub upon notice via e-mail to the end of the following month.

13.2 The right to extraordinary termination for cause for both parties remains unaffected. Metals Hub is in particular entitled to termination with immediate effect if the User

- is repeatedly or - despite reminder – continually and severe in breach of obligations under this agreement
- uses the metalshub-Platform for the sole purpose of gaining market information and insights on other User's trading practice.

14 Confidentiality

14.1 Metals Hub will use any company, product and/or price information provided by the Buyer or Seller solely for the purpose of providing and improving Services and transmitting any and all information required for the conclusion and execution of the agreements concluded between Buyer and Seller via the metalshub-Platform or to execute the separate agreed on service agreements.

14.2 Metals Hub will not use or share such information with any third party for other purposes than providing the Service in any format or form that would enable allocation of such information to the relevant Buyer or Seller.

15 Amendments to and Changes of the Terms and Conditions

15.1 Metals Hub reserves the right to change and amend these terms and conditions with effect for the future at any times as far as this seems necessary (for example, in order to bring the terms and conditions in line with current legislation) and the User is not disadvantaged in bad faith. The User will be informed of changes of the terms and conditions via e-mail at least six weeks before the new terms take effect.

15.2 The User can object the changes within six weeks after publication and receipt of the notification of these changes in writing or text. The User may submit his objection via e-mail to support@metals-hub.com.

15.3 If the User does not object to the changes made in the terms and conditions after publication and receipt of the notification of these changes in writing within six weeks, the changed terms and conditions will apply.

16 Miscellaneous

16.1 Governing Law and Jurisdiction: These terms and conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany with exclusion of UNCITRAL commercial law. The court located at Metal Hub's registered office is responsible for resolving any legal dispute arising from these terms and conditions or the validity of these terms and conditions provided that the parties to the agreement be merchants, legal persons under public law, or special assets (Sondervermögen) under public law.

16.2 Language of the contract is English.

16.3 The current version of these General Terms and Conditions can be downloaded here.

16.4 Customer Support: To find more information about our service and its features or if the User needs assistance with his account, the User is kindly asked to contact our Customer Support team. Details on how the User can contact them can be found in the FAQs on <http://www.metals-hub.com/faq/>. In the event of any conflict between these terms and conditions and information provided by our Customer Support team, these terms and conditions will take precedence.

16.5 Severability: In the event that any clause of these terms and conditions shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

16.6 Waiver: To the extent Metals Hub fails to or decides not to exercise any right of claim against the User to which Metals Hub is entitled, this will not constitute a waiver of that right unless otherwise indicated to the User in writing.

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