

**Klöckner & Co SE**

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INVITATION  
TO THE ANNUAL  
GENERAL MEETING OF  
KLÖCKNER & CO SE  
MAY 23, 2014, DÜSSELDORF

**klöckner & co**

multi metal distribution

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## Disclaimer

This is a translation of the invitation to and agenda of the Annual General Meeting 2014 of Klöckner & Co SE. Only the German version of this document is legally binding. This translation is provided to shareholders for convenience purposes only. No warranty is made as to the accuracy of this translation and Klöckner & Co SE assumes no liability with respect thereto.

Would you like to receive your documents for General Meetings by e-mail? For more information, and to register, please visit [www.kloeckner.com/agm-service](http://www.kloeckner.com/agm-service)

All shareholders who have registered by May 30, 2014 for their invitations to General Meetings to be sent to them by e-mail will take part in a draw, where they can win one of three Apple® iPad Air® (excl. network access contract).

## Klöckner & Co SE

with registered office in Duisburg, Germany

– ISIN DE000KC01000 –

– Wertpapier-Kenn-Nr.  
(Security Identification No.) KC0 100 –

## Invitation to the Annual General Meeting

Dear Shareholders,  
we hereby invite you to  
the Annual General Meeting of

Klöckner & Co SE  
on Friday, May 23, 2014,  
at 10:30 a.m.

in the Congress Center  
Düsseldorf (CCD Ost),  
Messe Düsseldorf,  
Stockumer Kirchstraße 61,  
40474 Düsseldorf, Germany.

## Agenda

- 1. Presentation of the adopted annual financial statements, the approved consolidated financial statements and the combined management report for Klöckner & Co SE and the Group, the report of the Supervisory Board and the explanatory report of the Management Board on information pursuant to Section 289, para. 4, and Section 315, para. 4 of the German Commercial Code (Handelsgesetzbuch, HGB), each for fiscal year 2013, and the resolution on the use of the balance sheet profit for fiscal year 2013**

The Management Board and the Supervisory Board propose that the balance sheet profit of Klöckner & Co SE reported in the annual financial statements for fiscal year 2013 in the amount of **EUR 16,160,054.59** be fully allocated to other revenue reserves.

The annual financial statements and the consolidated financial statements prepared by the Management Board on February 24, 2014 were approved by the Supervisory Board on March 04, 2014. The annual financial statements have thus been adopted. A resolution by the Annual General Meeting in this regard is therefore not required. The aforementioned documents must be made available to the Annual General Meeting, however, and can therefore be downloaded at [www.kloeckner.com/annual-meeting](http://www.kloeckner.com/annual-meeting) from the date on which the Annual General Meeting is convened. Furthermore, these documents will also be available for inspection by shareholders from the date on which the Annual General Meeting is convened at the business premises of the company, Am Silberpalais 1, 47057 Duisburg, Germany, and in the meeting room during the Annual General Meeting.

- 2. Ratification of the actions of the members of the Management Board for fiscal year 2013**

The Management Board and the Supervisory Board propose that the actions of the members of the Management Board who held office in the fiscal year 2013 be ratified for that year.

- 3. Ratification of the actions of the members of the Supervisory Board for fiscal year 2013**

The Management Board and the Supervisory Board propose that the actions of the members of the Supervisory Board who held office in the fiscal year 2013 be ratified for that year.

#### 4. Election of the auditor for the annual financial statements and consolidated annual financial statements for fiscal year 2014

The Supervisory Board proposes, on the recommendation of the Audit Committee, the election of KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, as auditor for the annual financial statements and the consolidated financial statements for fiscal year 2014, as well as for reviewing the condensed financial statements and the interim management report pursuant to Sections 37w, para. 5, and 37y, no. 2 of the German Securities Trading Act (Wertpapierhandelsgesetz, WpHG) for fiscal year 2014.

#### 5. Approval of the Control and Profit and Loss Transfer Agreement with Klöckner European Operations GmbH

Between Klöckner & Co SE and Klöckner European Operations GmbH (formerly: Klöckner Global Sourcing GmbH), there was a Profit and Loss Transfer Agreement concluded on April 18, 2005. This Profit and Loss Transfer Agreement was canceled on December 19, 2013. At the same time, Klöckner & Co SE, as the controlling company, and Klöckner European Operations GmbH, as the controlled company, concluded, on December 19, 2013, a Control and Profit and Loss Transfer Agreement which was to replace the previous Profit and Loss Transfer Agreement. Compared to the previous Profit and Loss Transfer Agreement, firstly, a control element was added and, secondly, it was ensured that the reference contained in the Profit and Loss Transfer Agreement to the legal regulations on the assumption of loss pursuant to Section 302 of the German Stock Corporation Act (AktG) now always relate to the *respectively valid version* of this norm. The latter amendments were the result of the law which came into force on February 26, 2013 modifying and simplifying company control and tax law on travel expenses.

To become effective, the Control and Profit and Loss Transfer Agreement of December 19, 2013 requires the approval of the Annual General Meeting of Klöckner & Co SE. The Shareholders' Meeting of Klöckner European Operations GmbH approved the Control and Profit and Loss Transfer Agreement on December 19, 2013.

The Control and Profit and Loss Transfer Agreement reads as follows:

##### Control and Profit and Loss Transfer Agreement

Between Klöckner & Co SE, hereinafter referred to as "**Klöckner & Co**", and Klöckner European Operations GmbH (formerly: Klöckner Global Sourcing GmbH), hereinafter referred

to as "**KEO**", the following Control and Profit and Loss Transfer Agreement is concluded:

##### Section 1

###### Management

- (1) KEO shall relinquish the management of its company to Klöckner & Co.
- (2) Klöckner & Co shall hereby be entitled to give instructions to KEO's management regarding the management of the company. However, this shall not affect the direct responsibility of KEO's management.
- (3) Klöckner & Co may not instruct KEO's management to modify, maintain or terminate this Agreement.

##### Section 2

###### Profit Transfer

- (1) KEO undertakes to transfer to Klöckner & Co, subject to the formation and release of reserves pursuant to para. 2, its entire annual net profit that would be earned without the profit transfer. The limit of profit transfer is governed by Section 301 of the German Stock Corporation Act, as amended from time to time.
- (2) With the approval of Klöckner & Co, KEO may transfer parts of the annual net profit to other retained earnings (Section 272 para. 3 of the German Commercial Code (HGB)), insofar as this is permitted under commercial law and is financially justified based on reasonable commercial judgment. Other retained earnings pursuant to Section 272 para. 3 of the German Commercial Code formed during the term of this Agreement shall be released upon request by Klöckner & Co and shall be transferred as profit.
- (3) The transfer of income from the release of capital reserves or retained earnings generated prior to the date of this Agreement shall be excluded.
- (4) The right to the transfer of profits shall arise as of the balance sheet date of KEO's annual financial statements and shall become due on that same date. It shall be subject to a 5% interest rate p.a. as of that date. The obligation for profit transfer shall apply for the first time for the entire profit generated during the fiscal year of KEO, during which this Agreement becomes effective pursuant to Section 4 para. 1.

### Section 3

#### Assumption of Loss

- (1) Klößner & Co undertakes, vis-a-vis KEO, to assume any loss in accordance with the provisions of Section 302 of the German Stock Corporation Act, as amended from time to time, applying to this Control and Profit and Loss Transfer Agreement.
- (2) Section 2 para. 4 shall apply accordingly to the obligation to compensate any losses.

### Section 4

#### Effectiveness and Term

- (1) The Agreement shall be entered into subject to the approval of the Shareholders' Meeting of Klößner & Co and KEO. It shall take effect upon registration in the commercial register of KEO and shall apply, with the exception of the right to give instructions pursuant to Section 1 para. 2, retroactively for the period as of the start of the fiscal year of KEO in which the Agreement takes effect.
- (2) The Agreement is entered into for an indefinite period. It may be terminated by giving written notice six months prior to the end of the fiscal year of KEO. This Agreement, however, may be terminated for the first time as of the end of the fiscal year of KEO by which the minimum fiscal term for the consolidated group for corporate and trade tax purposes to be formed by this Agreement is met (five years pursuant to the current legal situation, Section 14 para. 1 sentence 1 no. 3 of the German Corporate Tax Act (KStG), Section 2 para. 2 sentence 2 of the German Trade Tax Act (GewStG)). As regards compliance with this deadline, the date of receipt of the notice of termination by the other party shall be decisive.
- (3) The right of termination for good cause without notice shall remain unaffected. Klößner & Co may terminate this Agreement at any time for good cause with immediate effect if it ceases to hold the majority of the voting rights resulting from the shares in KEO, if Klößner & Co or KEO are merged, demerged or liquidated, if Klößner & Co combines its shareholding in KEO into another company, or if there is otherwise good cause within the meaning of Section 60 para. 6 of the German Income Tax Rules (KStR) of 2004, or an equivalent regulation that is applicable on the date of the termination of this Agreement.

### Section 5

#### Closing Provisions

- (1) Klößner & Co shall bear the costs associated with this Agreement, the notarization of the resolution of the Shareholders' Meeting of KEO approving this Agreement as well as the costs of the notarization of the Shareholders' Meeting of Klößner & Co and the costs of registration in the commercial register.
- (2) Should a provision of this Agreement be or become invalid, the validity of the other provisions of this Agreement shall remain unaffected. The parties undertake to replace such an invalid provision by a legally valid provision which corresponds as closely as possible to the economic purpose of the invalid provision. This shall apply mutatis mutandis in the event of any gap in this Agreement.
- (3) Amendments and addenda to this Agreement shall only be made in writing, provided that notarization is not required. This shall also apply to deviations from the requirement of written form.

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The Management Board and the Supervisory Board recommend that the Control and Profit and Loss Transfer Agreement between Klößner & Co SE as the controlling company and Klößner European Operations GmbH, Duisburg, Germany, as the dependent company be approved.

As of the date of the convocation of the Annual General Meeting, the following documents are available on the Internet at [www.kloeckner.com/annual-meeting](http://www.kloeckner.com/annual-meeting):

- Control and Profit and Loss Transfer Agreement between Klößner & Co SE and Klößner European Operations GmbH dated December 19, 2013
- Annual financial statements, consolidated financial statements and combined management reports of Klößner & Co SE and the Group for fiscal years 2011, 2012 and 2013
- Annual financial statements of Klößner European Operations GmbH for fiscal years 2011, 2012 and 2013
- Contract report in accordance with Section 293a of the AktG (analogously) of the Management Board of Klößner & Co SE

The aforementioned documents will also be available for inspection by shareholders at the business premises of the company, Am Silberpalais 1, 47057 Duisburg, Germany, and in the meeting room during the Annual General Meeting.

The Control and Profit and Loss Transfer Agreement need not be audited pursuant to Section 293b of the German Stock Corporation Act and an audit report need not be drawn up pursuant to Section 293e of the German Stock Corporation Act since all Klößner European Operations GmbH shares are held by Klößner & Co SE.

#### **6. Approval of the Control and Profit and Loss Transfer Agreement with Klößner Shared Services GmbH**

Klößner & Co SE, as the controlling company, and Klößner Shared Services GmbH, Duisburg, Germany, first founded under the name Klößner IT GmbH in 2013, as the controlled company, entered into a Control and Profit and Loss Transfer Agreement on December 19, 2013. To become effective, this Agreement requires the approval of the Annual General Meeting of Klößner & Co SE. The Annual General Meeting of Klößner Shared Services GmbH approved the Control and Profit and Loss Transfer Agreement on December 19, 2013.

The Control and Profit and Loss Transfer Agreement reads as follows:

#### **Control and Profit and Loss Transfer Agreement**

Between Klößner & Co SE, hereinafter referred to as "**Klößner & Co**", and Klößner Shared Services GmbH (formerly: Klößner IT GmbH), hereinafter referred to as "**KSS**", the following Control and Profit and Loss Transfer Agreement is concluded:

#### **Section 1 Management**

- (1) KSS shall relinquish the management of its company to Klößner & Co.
- (2) Klößner & Co shall hereby be entitled to give instructions to KSS's management regarding the management of the company. However, this shall not affect the direct responsibility of KSS's management.
- (3) Klößner & Co may not instruct KSS's management to modify, maintain or terminate this Agreement.

#### **Section 2**

##### **Profit Transfer**

- (1) KSS undertakes to transfer to Klößner & Co, subject to the formation and release of reserves pursuant to para. 2, its entire annual net profit that would be earned without the profit transfer. The limit of profit transfer is governed by Section 301 of the German Stock Corporation Act, as amended from time to time.
- (2) With the approval of Klößner & Co, KSS may transfer parts of the annual net profit to other retained earnings (Section 272 para. 3 of the German Commercial Code (HGB)), insofar as this is permitted under commercial law and is financially justified based on reasonable commercial judgment. Other retained earnings pursuant to Section 272 para. 3 of the German Commercial Code formed during the term of this Agreement shall be released upon request by Klößner & Co and shall be transferred as profit.
- (3) The transfer of income from the release of capital reserves or retained earnings generated prior to the date of this Agreement shall be excluded.
- (4) The right to the transfer of profits shall arise as of the balance sheet date of KSS's annual financial statements and shall become due on that same date. It shall be subject to a 5% interest rate p.a. as of that date. The obligation for profit transfer shall apply for the first time for the entire profit generated during the fiscal year of KSS, during which this Agreement becomes effective pursuant to Section 4 para. 1.

#### **Section 3**

##### **Assumption of Loss**

- (1) Klößner & Co undertakes, vis-a-vis KSS, to assume any loss in accordance with the provisions of Section 302 of the German Stock Corporation Act, as amended from time to time, applying to this Control and Profit and Loss Transfer Agreement.
- (2) Section 2 para. 4 shall apply accordingly to the obligation to compensate any losses.

#### **Section 4**

##### **Effectiveness and Term**

- (1) The Agreement shall be entered into subject to the approval of the Shareholders' Meeting of Klößner & Co and KSS. It shall take effect upon registration in the commercial register

of KSS and shall apply, with the exception of the right to give instructions pursuant to Section 1 para. 2, retroactively for the period as of the start of the fiscal year of KSS in which the Agreement takes effect.

- (2) The Agreement is entered into for an indefinite period. It may be terminated by giving written notice six months' prior to the end of the fiscal year of KSS. This Agreement, however, may be terminated for the first time as of the end of the fiscal year of KSS by which the minimum fiscal term for the consolidated group for corporate and trade tax purposes to be formed by this Agreement is met (five years pursuant to the current legal situation, Section 14 para. 1 sentence 1 no. 3 of the German Corporate Tax Act (KStG), Section 2 para. 2 sentence 2 of the German Trade Tax Act (GewStG)). As regards compliance with this deadline, the date of receipt of the notice of termination by the other party shall be decisive.
- (3) The right of termination for good cause without notice shall remain unaffected. Klößner & Co may terminate this Agreement at any time for good cause with immediate effect if it ceases to hold the majority of the voting rights resulting from the shares in KSS, if Klößner & Co or KSS are merged, demerged or liquidated, if Klößner & Co combines its shareholding in KSS into another company, or if there is otherwise good cause within the meaning of Section 60 para. 6 of the German Income Tax Rules (KStR) of 2004, or an equivalent regulation that is applicable on the date of the termination of this Agreement.

## Section 5

### Closing Provisions

- (1) Klößner & Co shall bear the costs associated with this Agreement, the notarization of the resolution of the Shareholders' Meeting of KSS approving this Agreement as well as the costs of the notarization of the Shareholders' Meeting of Klößner & Co and the costs of registration in the commercial register.
- (2) Should a provision of this Agreement be or become invalid, the validity of the other provisions of this Agreement shall remain unaffected. The parties undertake to replace such invalid provision by a legally valid provision which corresponds as closely as possible to the economic purpose of the invalid provision. This shall apply mutatis mutandis in the event of any gap in this Agreement.

- (3) Amendments and addenda to this Agreement shall only be made in writing, provided that notarization is not required. This shall also apply to deviations from the requirement of written form.

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The Management Board and the Supervisory Board recommend that the Control and Profit and Loss Transfer Agreement between Klößner & Co SE as the controlling company and Klößner Shared Services GmbH, Duisburg, Germany, as the dependent company be approved.

As of the date of the convocation of the Annual General Meeting, the following documents are available on the Internet at **[www.kloeckner.com/annual-meeting](http://www.kloeckner.com/annual-meeting)**:

- Control and Profit and Loss Transfer Agreement between Klößner & Co SE and Klößner Shared Services GmbH dated December 19, 2013
- Annual financial statements, consolidated financial statements and combined management reports of Klößner & Co SE and the Group for fiscal years 2011, 2012 and 2013
- Annual financial statement of Klößner Shared Services GmbH for the incomplete fiscal year 2013
- Contract report in accordance with Section 293a of the AktG (analogously) of the Management Board of Klößner & Co SE

The aforementioned documents will also be available for inspection by shareholders at the business premises of the company, Am Silberpalais 1, 47057 Duisburg, Germany, and in the meeting room during the Annual General Meeting.

The Control and Profit and Loss Transfer Agreement need not be audited pursuant to Section 293b of the German Stock Corporation Act and an audit report need not be drawn up pursuant to Section 293e of the German Stock Corporation Act since all Klößner Shared Services GmbH shares are held by Klößner & Co SE.

### Conditions for the participation in the Annual General Meeting and other details pursuant to Section 121, para. 3, sentence 3 of the German Stock Corporation Act

#### Conditions for attending the Annual General Meeting and exercising voting rights

Those shareholders who have registered with the Company at the address below (in writing or by fax) by no later than the end of the day on May 16, 2014 (midnight Central European Summer Time) are entitled to attend the Annual General Meeting and to exercise their voting right:

Hauptversammlung Klöckner & Co SE  
c/o ADEUS Aktienregister-Service-GmbH  
Postfach 57 03 64  
22772 Hamburg  
Germany  
Fax: +49 69 71267173

or electronically by using the access-protected online service for the Annual General Meeting at [www.kloeckner.com/agm-service](http://www.kloeckner.com/agm-service) and who are listed in the Company's shareholders' register at the time of the Annual General Meeting. Forms that shareholders may use to register are attached to the invitation documents.

The invitation documents will be sent by post to all the shareholders that request them or who are registered in the shareholders' register on May 09, 2014 (midnight Central European Summer Time). The personal data required for use of our online service for shareholders – shareholder number and individual access number – are recorded on the reverse of the invitation sent by post. Once again this year, you may register for the Annual General Meeting via our Annual General Meeting Online Service ([www.kloeckner.com/agm-service](http://www.kloeckner.com/agm-service)) and order entry cards to the Annual General Meeting, authorize the Company-nominated proxies or third parties to exercise your voting right, or cast your vote by absentee ballot. Registration via the Annual General Meeting Online Service is likewise possible only until the end of the day on May 16, 2014 (midnight Central European Summer Time). Shareholders may also freely dispose of their shares after registration for the Annual General Meeting. However, please note that during the preparation of the Annual General Meeting, for practical reasons, no changes can be made to the entries in the shareholders' register, i.e. acquirers of shares whose applications for changes of registration are received after May 16, 2014, will be unable to exercise the right to participate at the Annual General Meeting and the voting rights of

these shares. In such cases, the shareholders still listed in the shareholders' register will remain entitled to participate in the Annual General Meeting and to exercise their voting rights until the change of registration has been made. The technical record date is therefore the end of the day on May 16, 2014. All acquirers of shares in the Company not yet entered in the shareholders' register are therefore requested to apply for a change of registration as soon as possible.

#### Procedures for exercising voting rights by proxy

Shareholders who do not wish to attend the Annual General Meeting in person may have their voting rights exercised by proxies, e.g. by a credit institution, an association of shareholders or the Company-nominated proxies. Even in this case, registrations must be submitted on time and entries must be made in the shareholders' register of the Company at the time of the Annual General Meeting. Shareholders will receive a proxy form together with their entry card to the Annual General Meeting. The proxy form will also be sent at any time upon written request. Finally, it can be downloaded from the Internet at [www.kloeckner.com/annual-meeting](http://www.kloeckner.com/annual-meeting). Please note that, in the event of several persons or institutions being authorized, the Company is entitled to reject one or more such parties.

If neither a credit institution nor an association of shareholders nor such persons or institutions as are considered their equivalent pursuant to Section 135, para. 8, and Section 135, para. 10 in conjunction with Section 125, para. 5 of the German Stock Corporation Act are authorized, the granting of an authority, its revocation and evidence of the authority vis-à-vis the Company must be made in text form. Proxies and their revocations may either be sent to the Company (by post, fax or email) at the address:

Hauptversammlung Klöckner & Co SE  
c/o ADEUS Aktienregister-Service-GmbH  
Postfach 57 03 64  
22772 Hamburg  
Germany  
Fax: +49 69 71267173  
Email: [hv-service.kloeckner@adeus.de](mailto:hv-service.kloeckner@adeus.de)

or declared to the proxy holder. If the proxy is issued to the proxy holder, proof of the proxy must be provided to the Company. Proof can be sent to the Company (by post, fax or email) at the above address. In addition, the proof can also be provided on the day of the Annual General Meeting at the entry and exit controls. You may also use our Annual General Meeting Online Service

([www.kloeckner.com/agm-service](http://www.kloeckner.com/agm-service)) to authorize the Company-nominated proxies or third parties to exercise your voting right and order entry cards for them at the Annual General Meeting. Upon personal appearance at the Annual General Meeting, a previously granted proxy will be automatically deemed revoked.

Should a credit institution or an association of shareholders or such persons or institutions as are considered their equivalent pursuant to Section 135, para. 8 and Section 135, para. 10 in conjunction with Section 125, para. 5 of the German Stock Corporation Act be authorized, we would ask that you coordinate in good time with the authorized person or institution the required form of the authority, as it is possible that such a party may demand a special form of authority. Special proof of the proxy is not required by the Company in this case.

Where Company-nominated proxies are to be authorized, they must be instructed on how to exercise the voting rights. Proxies are obliged to vote in accordance with these instructions. Please note that proxies of the Company are unable to accept any authority or mandate for the exercise of the right to speak and ask questions at the Annual General Meeting, the submission of motions and the filing of objections against shareholders' resolutions, and that proxies will always abstain from voting in the event of a vote with respect to which no instructions have been given.

Powers of authority in favor of the Company-nominated proxies can be issued by May 16, 2014 (midnight Central European Summer Time), to the following address (by post, fax or email)

Hauptversammlung Klöckner & Co SE  
c/o ADEUS Aktienregister-Service-GmbH  
Postfach 57 03 64  
22772 Hamburg  
Germany  
Fax: +49 69 71267173  
Email: [hv-service.kloeckner@adeus.de](mailto:hv-service.kloeckner@adeus.de)

or via our Annual General Meeting Online Service ([www.kloeckner.com/agm-service](http://www.kloeckner.com/agm-service)).

To the extent that you have issued an authorization in favor of the Company-nominated proxies via our Annual General Meeting Online Service you may, if you wish, change your instructions up until May 23, 2014 (8:00 a.m. Central European Summer Time).

Our shareholders will receive more details on the grant of authority and instructions with the invitation documents. This information can also be downloaded from the Internet at [www.kloeckner.com/annual-meeting](http://www.kloeckner.com/annual-meeting).

### Procedures for voting by absentee ballot

This year again we are offering the option to cast your vote by absentee ballot ahead of the Annual General Meeting. Shareholders will receive a corresponding form together with their invitation documents. The absentee ballot form will also be sent to shareholders at any time upon written request. Finally, it can be downloaded from the Internet at [www.kloeckner.com/annual-meeting](http://www.kloeckner.com/annual-meeting). Even in the case of absentee ballot, registrations must be submitted to the Annual General Meeting on time and entries must be made in the shareholders' register of the Company at the time of the Annual General Meeting. Votes cast by absentee ballot must be received by the Company by no later than the end of the day on May 16, 2014 (midnight Central European Summer Time) at the following address (by post, fax or email)

Hauptversammlung Klöckner & Co SE  
c/o ADEUS Aktienregister-Service-GmbH  
Postfach 57 03 64  
22772 Hamburg  
Germany  
Fax: +49 69 71267173  
Email: [hv-service.kloeckner@adeus.de](mailto:hv-service.kloeckner@adeus.de)

or via our Annual General Meeting Online Service ([www.kloeckner.com/agm-service](http://www.kloeckner.com/agm-service)) by the end of the day on May 17, 2014 (midnight Central European Summer Time). If you have voted by absentee ballot via our Annual General Meeting Online Service you may, if you wish, change or revoke your vote up until May 23, 2014 (8:00 a.m. Central European Summer Time). Personal participation by the shareholder or by his/her proxy at the Annual General Meeting will be automatically deemed to be a revocation of the absentee ballot already cast.

### Motions and election nominations

Motions and election nominations from shareholders pursuant to Sections 126 and 127 of the German Stock Corporation Act in respect of one or more agenda items must be sent (by post, fax or email) exclusively to:

Klöckner & Co SE  
Zentralbereich Human Resources / Legal & Compliance  
Am Silberpalais 1  
47057 Duisburg  
Germany  
Fax: +49 203 57900-2284  
Email: hv@kloeckner.com

All motions and election nominations of shareholders to be made available in accordance with Sections 126 and 127 of the German Stock Corporation Act will be made available on the Internet at **[www.kloeckner.com/annual-meeting](http://www.kloeckner.com/annual-meeting)** in accordance with the legal provisions and together with any comments of the administration, provided that they were received at the aforementioned address by no later than the end of the day on May 08, 2014 (midnight Central European Summer Time).

**Supplementary motions for the agenda at the demand of a minority pursuant to Article 56 of the SE Regulation, Section 50, para. 2 of the German SE Implementation Act and Section 122, para. 2 of the German Stock Corporation Act**

Pursuant to Article 56 of the SE Regulation and Section 50, para. 2 of the German SE Implementation Act in conjunction with Section 122, para. 2 of the German Stock Corporation Act, shareholders whose shares jointly comprise at least a pro rata share in the Company's share capital amounting to EUR 500,000.00 (equivalent to 200,000 no-par-value shares in the Company) may demand that items be added to the agenda and announced.

Such demands for additions to the agenda must reach the Company in writing together with the statutorily required evidence and documents at least 30 days prior to the Annual General Meeting, i.e. by no later than the end of the day on April 22, 2014 (midnight Central European Summer Time), at the following address:

Klöckner & Co SE  
Zentralbereich Human Resources / Legal & Compliance  
Am Silberpalais 1  
47057 Duisburg  
Germany

**Entitlement to information on the part of the shareholders pursuant to Section 131, para. 1 of the German Stock Corporation Act**

Pursuant to Section 131 para. 1 of the German Stock Corporation Act, all shareholders and proxies at the Annual General Meeting may demand from the Management Board information on the affairs of the Company, the legal and business relationships of the Company with an affiliated company as well as on the situation of the Group and of the companies included in its consolidated financial statements, provided that such information is necessary to form a considered opinion on one or more agenda items. Please note that the Management Board may refuse to give such information subject to the conditions listed in Section 131, para. 3 of the German Stock Corporation Act.

**Details of the website where information relevant to the Annual General Meeting is available**

This invitation and all other information on the Annual General Meeting, including a more detailed explanation of the shareholders' rights listed above, and the information that has to be made available pursuant to Section 124a of the German Stock Corporation Act, is available on the Internet at **[www.kloeckner.com/annual-meeting](http://www.kloeckner.com/annual-meeting)**.

**Transmission of the Annual General Meeting**

The opening of the Annual General Meeting at 10:30 a.m. on the day of the Annual General Meeting by the chairman of the meeting, the speech by the Chairman of the Management Board and the report of the Supervisory Board can be followed live on the Internet at **[www.kloeckner.com/annual-meeting](http://www.kloeckner.com/annual-meeting)**. After the Annual General Meeting has ended, these contributions will be available for download.

**Total number of shares and voting rights**

At the time this Annual General Meeting is convened, the Company's capital stock in the amount of EUR 249,375,000.00 is divided into 99,750,000 registered no-par-value shares, each carrying one voting right. Thus, at the time of the convocation of the Annual General Meeting the total number of shares and voting rights amounts to 99,750,000.

Duisburg/Germany, April 2014

Klöckner & Co SE  
The Management Board