

# General Terms and Conditions of Purchasing of the MONTAN Gesellschaft VOSS mbH company

The following terms and conditions shall apply to our orders unless otherwise agreed in writing:

1. **General**

The applicability of terms and conditions of supply attached to the offer or the acceptance of the order or possible special terms and conditions of the seller is, to the extent that they contradict our terms and conditions of purchasing, herewith expressly denied. They are not even binding for us if we do not expressly deny their applicability at the time of entering into the agreement. With the commencement of fulfilment of the order, the agreement of the seller to the application of our terms and conditions of purchasing shall be confirmed without separate notice being required.
2. **Orders**
  - a) Our orders shall principally be in writing. Oral agreements or such entered into by telephone shall require our written confirmation in order to be binding to us.
  - b) The order shall be required to be confirmed for us within one week, stating prices and times of delivery.
3. **Time of delivery**
  - a) The agreed times of delivery and delivery terms shall be binding. We shall be notified immediately of any delays in delivery arising nevertheless. The non-adherence to agreed times of delivery and delivery terms shall entitle us, following the setting of a period of grace and corresponding notice, to rescind the agreement or to claim damages. The latter shall apply even if we have accepted a delayed delivery unconditionally.
  - b) We shall not be obliged to accept not expressly agreed partial or excessive shipments. This shall apply correspondingly if the goods are not supplied at the agreed time of delivery. We shall be entitled to return the goods or store them with third parties at the expense and at the risk of the supplier, if applicable.
4. **Shipment and bearing the risk**
  - a) Shipment shall occur under strict adherence to our currently valid shipping conditions. For each shipment, we shall require notice per telefax on the day of shipment. The notices of shipment, freight papers and the like, as well as correspondence relating to the order, shall contain the order number the place of delivery, a precise description of the goods, itemised weights or dimensions and other comments of the order. All costs arising to us as a result of the non-adherence to our shipping conditions shall be borne by the seller.
  - b) The risk of accidental loss or damage shall be borne by the seller until the goods are handed over to us by the seller or to the recipient of the goods specified by us or until delivery by the freight forwarder or the institution determined for shipment, without the question of which party is responsible for shipping and insurance costs being of any relevance.
5. **Invoices**

All invoices shall be submitted to us in two copies, separately for each order, specifying our order number. Invoices shall not be deemed to be an acceptance of the order.
6. **Assignment**
  - a) An assignment of claims arising against us shall be excluded without our written approval.
  - b) We shall be entitled to set off our claims against those of the seller, irregardless of the legal ground - if applicable in return for interest compensation - even if each party's claims become due at different times.
- c) In the event that the supplier's claims are secured by bank guaranty or letter of credit, the supplier shall waive its extended retention of property.
7. **Warranty and liability**
  - a) The seller shall provide warranty in accordance with the provisions of the law.
  - b) In doing so, the seller shall warrant that the supplied goods are free of faults pertaining to materials and workmanship. Additionally, the supplier warrants that the supplied goods shall have the characteristics of quality and measurements determined by us and that they shall be fully functional.
  - c) In the event of incidents of fault, the seller shall additionally be liable for consequential damage and lost profits unless the seller is able to prove that the seller is not responsible for such faults.
  - d) The seller shall be liable - irrespective of fault - for any infringement of existing, registered or laid out patents or registered designs. The seller shall be under a duty of indemnifying us against claims of third parties.
8. **Industrial property rights**

The supplier shall be liable for all damage and disadvantages suffered by us due to the infringements of third parties' industrial property rights as a result of processing, selling on, use or installation of the supplied goods.
9. **Drawings, models, tools**
  - a) Drawings, models, tools, etc., made available to the supplier by us for the manufacture of the goods to be supplied to us shall not be used for other purposes, shall not be copied or made available to third parties; they shall remain our property and shall be returned to us following the completion of the order.
  - b) Products made according to documents supplied by us or according to our specifications or using our tools or copied tools, may not be utilised by the supplier directly or offered and supplied to third parties.
  - c) Tools which were lent to the supplier by us shall be treated and stored by the supplier with due care and shall be kept functional in accordance with the latest stand of the drawings. The supplier shall insure the tools at own cost against fire, theft and other damage.
10. **Place of fulfilment, jurisdiction, applicable law**
  - a) For the seller - notwithstanding the question of who bears the costs of shipment and insurance and irrespective of the passing of property in the goods - the place of fulfilment shall be the place of shipment specified for the goods in our orders, for the purchaser it shall be Munich.
  - b) For both parties to the agreement, the courts of Munich shall have jurisdiction over all disputes arising out of or in conjunction with this agreement, including actions concerning bills or cheques. We shall also be entitled to file complaints against the seller at the court of the seller's general jurisdiction.
  - c) Only the laws applying in the Federal Republic of Germany shall apply between the parties.
11. **Invalid terms**

Should a term of these terms and conditions of purchasing be or become invalid completely or in part, the validity of the remaining terms and conditions shall not be affected. An invalid term shall be replaced as this is sensible in accordance with the remaining terms and conditions.