

GENERAL TERMS AND CONDITIONS

Upon placement of order, irrespective of whether this is done in writing, by telephone, fax or email, the following conditions of sale, delivery, performance and payment and in particular of retention of title shall become final and absolute. These General Terms and Conditions shall form an integral part of any sales contract. Any deviations from the standard agreement shall be in writing (contract form).

Any oral agreements require written confirmation to become legally binding. Any agent's assurances/promises deviating from the General Terms and Conditions shall only become valid when confirmed by the seller in writing, whereby such confirmation shall state the key points of the agreement.

I Prices, Terms of Delivery and Payment:

Unless otherwise agreed in the written agreement all quoted prices shall be ex works. Delivery shall be made on account and at the risk of the buyer.

All invoices rendered by Kärntner Montanindustrie GmbH shall be settled in accordance with the agreed payment conditions irrespective of any right to file a complaint in respect of a defect of goods.

II Place of Performance:

Place of performance shall be the seller's place of business.

III Warranty, Liability:

Delays in delivery shall be principally excluded for claims for damages. The buyer is only entitled to assert a claim for damages if the damage was caused by the seller intentionally or by gross negligence. The warranty period shall be reduced to 6 months.

Any objections to quality and complaints of any kind whatsoever shall be lodged in writing (fax, email) immediately upon receipt of goods. Visible damage to the packaging and deviations in quantity, etc. must be reported immediately.

Any goods that have been found to be faulty shall be returned within 4 weeks after delivery, following prior written notification.

Compensation shall only be provided in the form of substitute deliveries. The seller shall only guarantee the characteristics of the goods assured in written documents.

IV Retention of Title:

Until full payment of the contract price, including any default interest, Kärntner Montanindustrie GmbH retains absolute title to the goods. In the event of the mixing, blending or processing of the products of Kärntner Montanindustrie GmbH the seller shall acquire co-ownership of the newly produced goods in proportion to the share of such products in the newly produced goods at the time of mixing, blending or processing.

V Default:

For all amounts for which the buyer is in arrears – be it due to his own fault or not – default interest shall be payable of either the legally applicable rate between companies or 13 % p.a. as Kärntner Montanindustrie GmbH chooses.

Furthermore, the seller is also entitled to assert claims for any other damage caused by delay

VI Discounts:

Discounts shall only be granted in the form of material credits, which will be calculated on an annual basis. Any discount agreements require written confirmation by the management of Kärntner Montanindustrie GmbH.

VII Governing Law:

All contracts and agreements, including any prior and after-effects, shall be governed by and construed according to the laws of Austria without recourse to the United Nations Convention on Contracts for the International Sale of Goods.

VIII Venue, International Jurisdiction:

The parties agree the exclusive jurisdiction of the competent court for the subject matter at the company seat of Kärntner Montanindustrie GmbH and the principal jurisdiction of the Austrian courts.

IX Contractual Exclusion of Setoff:

The buyer may not set off any of his claims against any claims of Kärntner Montanindustrie GmbH.

X Salvatorian Clause:

If any provision of these General Terms and Conditions are or become void, invalid or unenforceable, this will not affect the validity of the remaining provisions of the agreement.