

General Terms and Conditions of Purchase

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These General Terms and Conditions of Purchase (hereinafter: "Terms and Conditions") apply to all contracts the Principal (hereinafter: the "Principal") concludes with sellers, suppliers or other contractors (hereinafter: the "Contractor") by means of orders or otherwise, unless other documents that are also applicable are expressly stated in the order. Any deviating conditions of the Contractor stated in the offer or in the order confirmation (hereinafter: "Order Confirmation") shall not apply unless expressly accepted in writing by the Principal, irrespective of whether they are objected to or not. Any special conditions agreed upon for or included in certain orders shall have priority over and apply in addition to these Terms and Conditions.

I. Order placement

The Principal shall place the orders in writing.

II. Prices

Unless otherwise agreed upon, any and all costs the Contractor incurs for the fulfilment of their obligation to deliver the ordered goods to the agreed destination are included in the price. The Principal will not bear any freight or other costs unless expressly agreed upon. The prices are stated net of VAT.

III. Packaging

The Principal will not pay for packaging material unless expressly agreed upon. In such case, the Principal is entitled to return the packaging materials free of charge and will then be reimbursed for the packaging costs.

IV. Shipment

1. The Contractor will state its department, order number, reference or issue note in all shipping documents. Any costs incurring due to any non-compliance with these shipping obligations such as additional freight costs, stall money, handling charges and the like will be borne by the Contractor.
2. A notification of dispatch must be included in the shipment. In case the shipping documents are incomplete, IV.1., second sentence, shall apply.
3. Shipping shall be at the Contractor's risk.
4. If the parties agreed that the freight costs are to be borne by the Contractor, the Contractor shall ensure that the contents of the bill of lading are complete and correct. Any costs or additional freight costs incurring due to incomplete or incorrect information contained in a bill of lading shall be borne by the Contractor.

V. Exports

To the extent shipments are to be exported or their delivery is subject to declarations of origin in accordance with EU preferential agreements, the Contractor's scope of performance includes the presentation – before shipment – of proforma invoices, certificates of origins or other export documents, which are required in accordance with the import provisions of the country of destination. This is a material contractual obligation, the fulfilment of which is a precondition for payment becoming due in accordance with section VI.3.

VI. Invoicing and payment

1. The Contractor will issue invoices in duplicate separately after delivery or service. The invoices must show the Principal's order information. If the period for a granted discount lapses due to a non-compliance with this regulation, this period shall be extended automatically and will not commence before the day on which the Principal receives all the information required. The duplicate invoice must be marked as such.
2. Only the quantities determined by the Principal may be used for invoices based on quantities.
3. Unless otherwise agreed upon, the Principal will make payments with a 3% discount for payment within 14 days or 30 days net. The term of payment will commence upon receipt of the invoice by the Principal, however, not before performance is complete and free

from defects and/or acceptance, provided acceptance is contractually agreed upon or required by law.

VII. Acceptance

1. Provided acceptance is contractually agreed upon or required by law, acceptance shall be made upon commissioning at the latest.
2. For production orders, the Principal reserves the right to obtain information on the production progress at the Contractor's site at any time. The Contractor is obliged to grant the Principal access to the production site as well as to provide the necessary documents.
3. If a contractual penalty is agreed upon or becomes payable, the Principal is entitled to assert payment thereof until settlement of the invoice related to the deliveries or services, irrespective of whether the Principal reserved the right to do so upon receipt of performance (or acceptance thereof, if acceptance was contractually agreed or required by law).

VIII. Defects in quality and defects of title

1. Any claims based on defects shall be subject to a limitation period of three (3) years; such period commences upon delivery and/or service or upon acceptance, if acceptance was contractually agreed or required by law. This shall not affect longer statutory limitation periods applicable to claims based on defects and/or the duration and course of regular statutory limitation periods.
2. If the Contractor is responsible for a defect, the Contractor is obliged to hold the Principal harmless from and against any third-party claims. The Contractor is also obliged to reimburse any expenses incurred in relation thereto in accordance with sections 683 and 670 of the German Civil Code. The Contractor undertakes to take out and maintain sufficient insurance against related risks for as long as claims from the Principal may be expected and to present the insurance certificate as evidence upon request.
3. In addition to the Principal's rights based on the Contractor's liability for defects, and in urgent cases or if the Contractor fails to fulfil their obligations in whole or in part or in due time, the Principal shall be entitled, after giving notice to the Contractor and setting a reasonable period, to remedy defects at the Contractor's expense by procuring spare parts or in another suitable form.
4. The Principal's payment of the invoice shall not affect the Principal's rights based on the Contractor's liability for defects in quality and defects of title.
5. The Contractor's liability shall include direct and indirect damage, including any damage related to deliveries made by sub-suppliers.
6. The Contractor guarantees that no patents or other property rights of third parties are violated by the Contractor's deliveries to the Principal and use of the delivered items by the Principal.
7. To the extent the commercial obligation to inspect and to make a complaint in case of any defect immediately upon receipt applies, the Principal's obligation to inspect the goods shall be limited to quantity and identity, visible transport or packaging damage and spot checks of the essential features of the goods to the extent reasonable. The Principal shall notify the Contractor of any visible defects within five days after delivery, and of any other defects immediately after their detection.

IX. Assignment

1. The Contractor must not subcontract the execution of orders or material parts of these orders without the Principal's prior written consent.
2. The Contractor must not assign its receivables due from the Principal to or have such receivables collected by any third party, unless the Principal gave its prior written consent or the receivables are undisputed and established by declaratory judgement. In addition,

the Principal will give its consent to the extent such claims are assigned to a recognised financial institution for the purpose of financing receivables or orders.

X. Delivery period and rescission of contract

1. The agreed upon delivery periods must be complied with. Unless otherwise agreed upon, delay in performance and rescission of contract shall be subject to legal provisions, provided the Principal is entitled to demand damages for direct and indirect damages in addition to the rescission of contract.
2. The Contractor is obliged to inform the Principal in writing and without delay of any delays in delivery due to force majeure or due to any changes to the deliverable made by the Principal.
3. not applicable

XI. Drawings, plans, know-how, secrecy

1. Any and all drawings, drafts and other templates made available to the Contractor, irrespective of whether they are provided in original form or as a copy of any kind, shall remain the Principal's property and must not be used for any other purpose, stored or copied without the Principal's written consent. These items are to be returned to the Principal without request after completion of the order.
2. All documents and other know-how disclosed to the Contractor during the business relationship must be kept secret and not be disclosed to any third party without the Principal's express prior written consent, except in case of mandatory disclosure obligations based on a law or on orders issued by a court or by a public authority. Any third parties the Contractor uses to fulfil the contract must be expressly subjected to secrecy, if the disclosure of the protected know-how to them is imperative.

XII. Application of German law

The entire legal relationship between the Principal and the Contractor shall be exclusively subject to the laws of the Federal Republic of Germany. Foreign laws shall be excluded. The UN Sales Convention (UNCITRAL/CISG) shall not be excluded.

XIII. Place of performance

The place of receipt of deliveries or services shall be the place of performance. The place of performance for payments shall be Dülmen.

XIV. Place of jurisdiction

The place of jurisdiction for both parties is the registered office of the purchaser.

XV. Severability clause

Should one or more of the provisions of these Terms and Conditions of Purchase be or become ineffective, this shall not affect the effectiveness of the other provisions of this contract.