

General Terms and Conditions

A. Scope of SÜDKUPFER Terms and Conditions B. Terms and Conditions of Purchase and Ordering C. General Terms and Conditions of Service

A. Scope of SÜDKUPFER Terms and Conditions

These Terms and Conditions always apply exclusively to the contractual relationship between SÜDKUPFER and its business partners.

They also apply to all other subsequent transactions, even if specific reference is not made to them.

The Terms and Conditions of the business partners of SÜDKUPFER do not apply; an express objection is not required in each case.

The place of jurisdiction and place of performance is Wolfschlügen. German law shall apply exclusively under exclusion of the UN purchasing law and other harmonised laws.

B. Terms and Conditions of Purchase and Ordering

Our contractual partner shall provide guarantees and compensation for damages to the extent and duration required by law and in addition to the statutory provisions.

C. General Terms and Conditions of Service

C.1. Order confirmation

C.1.01

The order confirmation of SÜDKUPFER is decisive for the content of the respective contract. Confirmation may be given verbally or by e-mail or fax. Verbal agreements concerning contracts that are concluded by SÜDKUPFER employees who are not authorised to represent the company shall require confirmation from SÜDKUPFER for them to be effective.

C.1.02

Information concerning the characteristics of the products and services of SÜDKUPFER shall only be ascribed to SÜDKUPFER if this information

- originates from SÜDKUPFER or if such claims are made expressly on behalf of SÜDKUPFER, or
- is expressly authorised by SÜDKUPFER, or
- involves public statements and SÜDKUPFER has known or must have known about this information for four weeks and has not distanced itself from such.

Vicarious agents of SÜDKUPFER as defined in Section 434 (1) BGB (German Commercial Code) do not include authorised dealers and customers of SÜDKUPFER who act as resellers. An adequate correction of the information concerning characteristics as defined in Section 434 (1) BGB may, in all cases, appear on the website of SÜDKUPFER at www.suedkupfer.de.

C.2. Shipping / transfer of risk / supplies

C.2.01

If SÜDKUPFER is responsible for shipping, SÜDKUPFER reserves the right to choose the mode of shipping, unless an agreement has been reached on particular mode of shipping.

C.2.02

The ordering party shall assume all risk upon the handover of the goods to the assigned freight carrier, upon the date of the ready-for-shipment notification or upon the provision of the goods by the agreed delivery date. Deliveries shall only be insured upon request by the customer for the account of the customer.

C.2.03

If SÜDKUPFER is responsible for providing the sold quantity of the agreed material, the performance and transfer of risk shall occur at the time that SÜDKUPFER declares the release of the goods to be provided to the recipient. This declaration may be made by telephone, in writing or in text form.

C.3. Delivery time

C.3.01

The delivery period shall be appropriately extended should unforeseen events arise that SÜDKUPFER is unable to control despite having taking all reasonable care in accordance with the circumstances of the case, e.g. complete or partial failure of performance on the part of subcontractors for which SÜDKUPFER cannot be held liable.

tors for which SÜDKUPFER cannot be held liable.

The same shall apply if delivery proves impossible or if delivery is delayed on account of a force majeure or other events, unforeseeable at the time of contract conclusion, for which SÜDKUPFER is not responsible.

These events include operational disruptions, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, lack of energy or raw materials, delays in the procurement of the required official approvals that are not the fault of SÜDKUPFER, failure of, incorrect or delayed deliveries from the suppliers of SÜDKUPFER.

C.3.02

Any claim for compensation for damages in lieu of performance or compensation for damages on account of delay is excluded in the cases of clause C.3.01 if SÜDKUPFER has promptly informed the customer of the obstacles to performance.

The same shall apply to fixed-date deliveries.

C.3.03

Any compensation for damages to be paid by SÜDKUPFER on account of delay shall be limited to foreseeable damages involving gross negligence of a sort typical to this type of contract.

C.4. Prices

Unless otherwise identified, the prices quoted by SÜDKUPFER do not include any transport costs, packaging costs, customs duties, import duties and, if applicable, any other government levies that may be payable. All prices are shown without the applicable value added tax.

C.5. Payment terms

C.5.01

Unless agreed to otherwise, payments are due immediately.

SÜDKUPFER is entitled to request payment in advance.

C.5.02

Payments to be made to SÜDKUPFER shall be due 3 days after order confirmation at the latest. If payment is not made by this date, the debtor shall be regarded as being in arrears.

C.5.03

If a customer delays payment, SÜDKUPFER may charge default interest in the amount of 10 percentage points above the base interest rate. Proof and enforcement of other damages remain unaffected thereby.

C.5.04

Any cheques received by SÜDKUPFER shall only be regarded as payment if they are honoured by the bank in question.

C.6. Obligation of examination and notification of defects

C.6.01

The deliveries made by SÜDKUPFER shall be examined immediately by the customer upon their handover to ensure they are in good order.

C.6.02

Proper and specific notification of any obvious defects must be sent to SÜDKUPFER in text form within 6 days of the receipt of the goods in question.

C.6.03

The customer must also notify SÜDKUPFER in text form of any hidden defects upon their discovery or within 30 days of the receipt of the goods in question at the latest.

C.6.04

If the customer does not comply with the obligations described in C.6.01 to C.6.03, all guarantee claims shall expire. This does not apply in the event of injury to life, body or health resulting from intentional or negligent violation of a duty of SÜDKUPFER or a legal representative or vicarious agent of SÜDKUPFER. It also does not apply if other damages are a result of intent or gross negligence.

C.7. Guarantee

The following guarantee limitations do not apply in the event of injury to life, body or health resulting from intentional or negligent violation of a duty of SÜDKUPFER or a legal representative or vicarious agent of SÜDKUPFER. They also do not apply if other damages are a result of

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wilful intent or gross negligence on the part of SÜDKUPFER or a vicarious agent.

The guarantee period is 12 months. All liability and guarantee is excluded for minor violations of a duty and minor defects. In the event that a customer has a right to subsequent performance, SÜDKUPFER shall decide whether the subsequent performance shall be rendered by remedying the defect or by delivering a defect-free item.

C.8. Compensation of damages

The limitations of liability in these Terms and Conditions do not apply to injuries to life, body or health and damages that SÜDKUPFER, a legal representative or a vicarious agent has caused intentionally or by gross negligence.

C.8.01

Should SÜDKUPFER be obliged to compensate for damages in other cases, SÜDKUPFER shall only be liable for direct damages to the item of delivery in accordance with the provisions below.

C.8.02

SÜDKUPFER shall not accept liability for subsequent damages arising from a violation of a duty, including duty of subsequent fulfilment.

C.8.03

The same shall apply to damages arising from unauthorised use.

C.8.04

In addition to the aforementioned provisions, SÜDKUPFER shall be liable for damages arising over and above those to the item of delivery itself only in the event of wilful intent or gross negligence as well as in the context of the product liability laws as well as in the event of a lack of expressly warranted characteristics if assuring them is specifically aimed at indemnifying the ordering party against damages that have not been sustained to the goods themselves.

C.8.05

SÜDKUPFER shall only assume liability for reasonably foreseeable damages typical to this type of contract except in the event of wilful intent or gross negligence.

C.9. Reservation of title

C.9.01

All deliveries and additional items provided by SÜDKUPFER are under reservation of title.

C.9.02

This reservation and the addition below shall endure until payment of all the claims arising from the business transaction with the customer through to full release from all contingent liabilities that SÜDKUPFER has entered into in the interests of the customer and in connection with the delivery.

C.9.03

It is not permitted to pledge the delivered items.

C.9.04

SÜDKUPFER is entitled to demand its goods subject to reservation for good cause in particular in the event of payment default under setting off of the proceeds from any sale. This demand shall not constitute a withdrawal from the contract.

C.9.05

If and to the extent that the goods taken back by can be re-sold in the normal course of business by SÜDKUPFER, the customer shall, without further proof, owe 10% of the invoice value of the goods in withdrawal. If it is not possible to sell the goods as new, the customer shall, without further proof, owe an additional 30% of the invoice amount for loss of value. The customer reserves the right to prove a lower percentage. SÜDKUPFER reserves the right to prove a higher percentage.

C.9.06

SÜDKUPFER reserves the right to assert other greater damages.

C.9.07

The processing and handling of goods supplied by SÜDKUPFER shall always be carried out on behalf of SÜDKUPFER so that the goods remain the property of SÜDKUPFER in every processing and handling state as well as finished goods under exclusion of the consequences of Section 950 BGB. If the goods subject to reservation are processed

with other items supplied that are also under exclusion of the legal consequences of Section 950 BGB, SÜDKUPFER shall at least acquire co-ownership of the new item in the ratio of the invoice value of the goods of SÜDKUPFER to the invoice value of the other processed items.

C.9.08

The customer herewith cedes all the receivables from the resale, processing, installation/integration and other use of the goods supplied by SÜDKUPFER in advance to SÜDKUPFER. If items are included in the products sold, processed or installed/integrated by the ordering party that are not the property of the ordering party and for which reservation of title with a sales clause and advance assignment have been agreed with other suppliers, the assignment shall be in the amount of the co-ownership ratio of SÜDKUPFER that corresponds to the percentage of the receivable, otherwise in the full amount.

C.9.09

The collection authorisation remaining for the ordering party despite assignment shall extinguish by admissible revocation at any time.

C.9.10

If the value of the collateral owed to SÜDKUPFER exceeds the value of the receivable by 50% for goods and 20 % for other services, SÜDKUPFER is obliged upon the request of the ordering party to release the collateral in the corresponding amount.

C.10. Definitions

C.10.01

All the headings in the SÜDKUPFER Terms and Conditions serve merely to facilitate readability and have no effect on the meaning and interpretation of the individual provisions.

C.10.02

All declarations made in text form (i.e. either by fax or e-mail) shall also be regarded as written declarations of intent and knowledge within the meaning of the SÜDKUPFER Terms and Conditions.

C.10.03

Delivery means both the actual delivery of the sold goods to the customer as well as the provision by declaration to the recipient of the items to be provided by the ordering party.

Delivery date means a point in time, either a certain day or a calendar week or similar, on which a delivery shall be made.

Delivery period means a period of time in which a delivery must be made. Delivery time is the overarching term for delivery dates and delivery periods.

C.10.04

Should any of the provisions contained in the present agreement prove to be invalid or unenforceable, their status as such shall not affect the validity of the remaining provisions. The parties shall jointly seek to replace any invalid provisions with valid provisions that best capture the economic purpose of the original provisions.