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General conditions of sale of BauMineral GmbH in the version of 1 January 2016

1. Scope

1.1 Our conditions of sale apply exclusively; conditions of the buyer which are contrary to or deviate from our conditions of sale are not recognised by us unless we expressly agree to them in writing. Our conditions of sale also apply when we delivery to the buyer without reservation and in awareness of conditions of the buyer which are contrary to or deviate from our sales conditions.

1.2 Our conditions of sale only apply to companies within the meaning of § 310 para. 1 of the German Civil Code.

1.3 If, in individual cases, the validity of trade terms, such as Incoterms, is agreed, these apply in their version applicable on conclusion of contract.

1.4 Our conditions of sale also apply to all future transactions with the buyer.

2. Offers, conclusion of contract

2.1 Our offers are non-binding; they remain subject to prior sale.

2.2 Contracts are only concluded on written confirmation of the order received by us or acceptance of the goods by the customer.

2.3 Unless otherwise agreed, the following applies: all information regarding the quality and suitability of the goods - in particular analytical data, fitness for a particular purpose and special features - are to be regarded as approximate average values. The same applies to samples and specimens. Such information does not constitute an agreed quality or the provision of a guarantee. Deviations are permitted within the customary commercial practice.

3. Prices and conditions of payment

3.1 All prices are carriage paid and include the cost of transporting the goods to the receiving point specified, unless otherwise agreed.

3.2 Collection by vehicles of the buyer or a carrier commissioned by the buyer always requires explicit written agreement. In this case, the receiving points are to be bindingly specified by the buyer and any reduction of the carriage-paid price determined on the basis of this information.

3.3 If the material purchase prices, freight rates, the wages or the charges (especially taxes, fees, contributions, special levies, tolls, duties) increase between the conclusion of contract and the delivery, we are entitled to increase our prices in accordance with the cost increases incurred if the delivery is more than four months after conclusion of contract.

3.4 The statutory VAT is not included in our prices; it is shown separately on the invoice at the statutory rate on the date of invoicing.

3.5 Cash discounts require a special written agreement.

3.6 Our invoices are payable within 30 days from the date of invoice without deduction. The statutory regulations concerning the consequences of default apply.

3.7 The buyer only has the right to set off if his counterclaims have been legally determined, are undisputed or are acknowledged by us. The buyer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contract.

4. Delivery periods and delivery dates, deliveries

4.1 Delivery periods or delivery dates are not binding unless otherwise agreed in writing.

4.2 Delivery is subject to self-delivery. We will inform the buyer immediately if self-delivery does not take place and refund payments already made by the buyer without delay if applicable.

4.3 Calls under existing contracts are to be sent to us within the call period specified in the contract. In the call, the buyer is to bindingly state the destination and the end user (processor) of the goods. We accept scheduling changes if they are received by us in time. In this case we are entitled to charge any additional freight costs incurred.

4.4 In case of delivery by our vehicles or vehicles driving on our behalf, the buyer is to ensure that

- a) the vehicles can reach the unloading point unhindered on a good track;
- b) the warehouse or the silo is operative and able to receive, corresponds with the applicable technical and environmental regulations and an authorised person (marshaller) is ready at the unloading point to receive the delivery papers, to indicate the storage area or the silo to be filled and to sign the delivery note. The marshaller is also to check the proper connection of the loading device. Any company employee or agent of the buyer who actually marshalls the vehicle counts as authorised;
- c) the unloading, including proper marshalling, is possible without a waiting period;
- d) silos and injection connections are marked according to regulations.

4.5 Compliance with our delivery obligations presupposes the timely and proper fulfilment of the obligations of the buyer. The defence of non-performance of the contract remains reserved.

4.6 If the buyer defaults on acceptance or culpably violates other cooperation obligations, we are entitled to demand compensation for damages incurred by us, including any additional expenses. Further claims remain reserved.

4.7 We are entitled to make partial deliveries. Excess or short deliveries up to 10% of the ordered quantity are permissible.

4.8 We are not responsible for delivery delays due to force majeure even in case of binding dates and deadlines. They entitle us to postpone delivery by the duration of the hindrance and a reasonable start-up time. Force majeure is equal to: strike, lockout, operational disturbances without fault (fire, raw material and energy shortages), obstruction of traffic routes, sovereign measures and similar events, which considerably impede or prevent production or delivery for us or our suppliers. If, in such a case,

we are not able to promise delivery within a reasonable period, the buyer may withdraw from the contract with respect to the outstanding deliveries.

5. Transfer of risk, default

5.1 Deliveries - also carriage free - are carried out at the risk of the buyer. Risk, ownership and encumbrances to the goods pass to the buyer as soon as the goods are handed over to the person performing the transportation, but at the latest on departure of the goods from the warehouse or plant for the purpose of shipment.

5.2 If the buyer sets us a reasonable grace period after we have already become delayed, following the fruitless expiry of this grace period he is entitled to withdraw from the contract.

5.3 If the buyer defaults on acceptance or culpably violates other cooperation obligations, in particular those mentioned in paragraph 4 concerning receipt of the goods, we may store the goods at the expense and risk of the buyer and demand reimbursement from the buyer for all additional expenses. After expiry of a reasonable grace period, we are entitled to withdraw from the contract or to resell the goods for the buyer at our general sales price; this does not limit or exclude our entitlement to reimbursement of the additional expenses incurred.

6. Liability for defects

6.1 The buyer is obliged to examine the goods immediately after delivery in accordance with § 377 of the German Commercial Code and notify us in writing of any defects. If still possible, immediately after finding a defect, the buyer is to take a retained sample of the delivery concerned and to pass this on to us.

6.2 The defectiveness of a partial delivery alone does not entitle the buyer to reject further deliveries from the same or another contract.

6.3 The buyer is to take all reasonable measures (e.g., shortfall certificates, cargo endorsements etc.) to safeguard any rights of recourse we may have against third parties. If the buyer impedes or frustrates the assertion of our claims against third parties through failure to preserve evidence pursuant to Sentence 1, any resulting disadvantages are to be borne by the buyer.

6.4 If there is a defect in the purchased goods, the buyer's warranty claims are initially limited to subsequent performance. At our option, we may remedy the defect or make a replacement delivery. We are obliged to bear all expenses necessary for subsequent performance, in particular transport, travel, labour and material costs, provided these are not increased because the goods have been transported to a place other than the agreed place of delivery.

6.5 If subsequent performance is impossible or unreasonable for us, or fails after a reasonable period, the buyer is entitled to withdraw from the contract or to demand a price reduction at his option. Compensation or reimbursement of expenses can only be asserted in the context of No. 7

6.6 The limitation period for claims for defects is one year from delivery of the goods to the buyer. The limitation period in case of delivery recourse according to §§ 478, 479 of the German Civil Code remains unaffected.

7. Liability

7.1 Our liability based on contractual or legal liability reasons due to breach of contractual or non-contractual obligations is limited to intent and gross negligence. The liability for simple negligence is excluded provided this does not concern a breach of essential contractual obligations. In case of a breach of essential contractual obligations, our liability is limited to the foreseeable, typical damage, as well as to direct damage.

7.2 Liability based on mandatory legal regulations, such as the Product Liability Act as well as the assumption of a guarantee or a procurement risk remains unaffected. Furthermore, the limitations of liability in No. 7.1 do not apply to injury to life, limb and/or health.

7.3 The liability provisions in No. 7.1 and 7.2 apply accordingly to the liability of our subcontractors and vicarious agents.

8. Retention of title

8.1 We reserve the title to the goods until receipt of all payments from the business relationship with the buyer. In case of contravention of the contract by the buyer, especially default of payment, we are entitled to take back the goods purchased. Taking back the

goods purchased does not constitute withdrawal from the contract, unless we have expressly stated this in writing. The seizure of the goods purchased by us always constitutes a withdrawal from the contract.

8.2 In case of seizure or other interventions by third parties, the buyer is to inform us immediately in writing so that we can take legal action in accordance with § 771 of the code of civil procedure. If the third party is not in a position to compensate us for the judicial and extrajudicial costs of an action in accordance with § 771 of the code of civil procedure, the buyer is liable for the loss incurred by us

8.3 The buyer is entitled to resell the goods in the ordinary course of business; however, he already assigns to us all claims at the invoice amount (including VAT) of our claim, which are due to him from his customers or third parties through the resale, regardless of whether the goods purchased are sold without or after further processing. The buyer remains entitled to collect these claims even after assignment, subject to revocation. Our authority to collect the claims ourselves remains unaffected. However, we undertake not to collect the claims ourselves as long as the buyer meets his payment obligations according to the contract, is not in default of payment, no application has been made to open insolvency proceedings and payments are not suspended. If this is not the case however, we may demand that the buyer notifies us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

8.4 The processing or transformation of the goods by the buyer is always performed for us, without any obligation for us. If the goods are processed with other items which do not belong to us, we acquire joint ownership of the new item in proportion of the value of the goods purchased to the other items processed at the time of processing. The item created through processing is, in all other regards, subject to the same provisions as the goods delivered under reservation of title.

8.5 If the goods are inseparably mixed with other items which do not belong to us, we

acquire joint ownership of the new item in proportion of the value of the goods purchased to the other items mixed at the time of mixing. If the mixing is carried out such that the buyer's item is to be regarded as the main item, it is deemed agreed that the buyer transfers proportional joint ownership to us.

8.6 The buyer holds the sole or joint ownership resulting acc. No. 8.4 and 8.5 for us.

8.7 We undertake to release the securities due to us on the buyer's request insofar as their value exceeds the claims secured by more than 10%; the selection of securities to be released rests with us.

9. Prohibition of assignment

Any assignment of a claim or a right of the buyer is excluded, unless we have agreed to it in writing.

10. Data protection

10.1 All personal data generated in the context of the contractual relationship is collected, processed and used by us in accordance with the relevant regulations on the protection of personal data only to safeguard our own legitimate business interests with regard to consultation and support of the customer and the demand-driven product design and advertising by post and for the purpose of contract processing. This also includes the provision of data on payment behaviour, in order to be able to carry out the dunning process, blocking and possible termination of the contract. We do not sell or otherwise market personal data to third parties.

Note: The use and processing of personal data for purposes of advertising by post, demand-driven product design and market research by post can be revoked at any time through informal notification with effect for the future.

10.2 The buyer consents to us obtaining information (so-called hard negative indicators) from credit agencies within the framework of a credit check prior to conclusion of the contract to avoid the credit-default risk. Currently, the

following credit agency is used:

Creditreform Bochum Böhme KG, Wittener Straße 244, 44803 Bochum.

Given the existence of hard negative indicators (insolvency, affidavit or arrest order), we are entitled to reject the buyer's order. The credit agencies store the data sent to them so as to be able to provide it to their affiliated companies as part of the assessment of creditworthiness. The data is only provided if the contractual partner of the credit agency can demonstrate a legitimate interest in the transmission of the data. The credit agency can disclose address data for the purpose of identifying and locating debtors. The buyer may receive information from the credit agency on the data stored about him.

11. Place of performance, jurisdiction

11.1 The place of performance for deliveries - including carriage free - is the respective supplying plant or supplying warehouse, for payments Herten.

11.2 If the buyer is a businessman, the place of jurisdiction for both parties is Herten.

11.3 The law of the Federal Republic of Germany applies; the applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

12. Transportation

For transport services, the German carrier conditions (ADSp) apply – in the respectively valid version on conclusion of the contract.

13. Severability clause

If any provisions of these conditions of sale or the contract concluded between the parties are void, invalid or unenforceable, this does not affect the validity of the remaining contract. In this case, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that corresponds as far as possible to the spirit and purpose of the provision requiring replacement; the same applies to loopholes in the contract.

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