

## **GENERAL TERMS OF BUSINESS**

### **1. Miscellaneous**

Our contracts are based exclusively on these terms of business. Any additional terms or clauses which deviate from this, in particular conditions of the vendor, are only valid if expressly confirmed in writing. Neither a failure to object thereto nor payment or acceptance of the goods constitute recognition of third-party terms and conditions of business.

### **2. Contract Conformation**

As confirmation, we accept only the completed copy of our contract which should be returned to us, duly signed, within 14 days. If the deadline is not adhered to, the contract will be deemed to have been accepted.

### **3. Unloading**

The unloading of lorries and train wagons takes place from Monday – Friday from 6:00 to 12:00. Notification of all consignments must be given in writing at the latest 1 day before delivery, with a delivery slip, specifying:

- Delivery date
- Contract number
- Consignment weight
- Country of origin and enclosed

The material will not be accepted without presentation of the delivery slip. The train address is: Railway station Krompachy, own railport of KOVOHUTY, a.s., number: 12110

### **4. Customs clearance**

Customs clearing of material outside EC can be realised by the agency: GOOD LINE, a.s., Radlinského 1712/34, 026 01 Dolný Kubín, at their following offices:

- Office PREŠOV, Košická 26, 080 01 Prešov, Ing. Daniela Straková, Mob.: +421 911923222 or +421 911923666, Tel/Fax: +421 51 7764544
- Office KOŠICE, Areál Prekladisko Haniska, 044 57 Haniska, Ms. Adela Hricová, Mob.: +421 911923444 or +421 811923111, Tel/Fax: +421 55 6992022
- Office BANSKÁ BYSTRICA, Partizánska cesta 97, Banská Bystrica, Ms. Anna Syčová, Mob.: +421 911882165, Tel/Fax: +421 48 4143396

### **5. Weight specification**

The weight at receipt specified is calculated using our industrial scales in KOVOHUTY, a.s..

Moisture, burn-off and tare weight, etc will be deducted from the receipt weight where identified on the materials supplied.

### **6. Sampling inspection**

This takes place at our plant in KOVOHUTY, a.s. You are entitled to representation by a certified sampler, at your own cost, who must be identified to the receiving site before the materials arrive. Should the sampler not be present at the time of delivery, KOVOHUTY, a.s., is entitled to start with the weighing and sampling process without delay. Once the samples have been taken, KOVOHUTY, a.s. is free to process the relevant batch immediately.

If the supplier does not agree with the proposed estimated value, a sampler appointed by the supplier can be brought in without delay, i.e. on the same day that the estimated value is provided by KOVOHUTY, a.s..

### **7. Establishing an analysis**

This takes place on a trust basis for both parties concerned or by exchanging analyses on a date agreed in advance with the evening mail whereby KOVOHUTY, a.s. specifies which components are to be exchanged.

If these exchanged values fall within the division border, the arithmetic mean of the exchange values is deemed to be valid.

In the event of the division border being exceeded and if other regulations are lacking, an arbitrary analysis is carried out by a laboratory, by joint agreement. The average of the three findings is used for the process. The costs of the arbitrary analysis are covered by the party whose findings fell furthest from the arbitrary analysis. If the arbitrary analysis lies exactly in the middle of the two analysis values, the costs are divided equally.

### **8. Material composition:**

If a product is not suitable for the oven or does not have the correct material characteristics when delivered, we are entitled to charge costs for compacting, sorting or unloading the material. If the goods are not delivered loose, we will also be forced to charge for this. This excludes parties for whom packaging is provided.

### **9. Material quality**

Material with oil-containing insulation cannot be accepted. The material must be free from harmful components and impurities such as Cl, As, Sb, Be, S, Se, Cd, Bi, Hg, Asbestos etc. as well as being free from other toxic substances and radiation. Should any of the above-cited harmful substances be found, we are entitled to refuse to accept the material and charge all costs incurred to the supplier. The contract partner also guarantees that deliveries from all upstream suppliers are also free from harmful components and impurities.

### **10. Notification**

Conforming to Regulation of EP and the Committee (EC) No. 1013/2006 further to Accessory agreement between Slovakia and EC, the sellers are committed to arrange required notification for all deliveries of copper scrap and residues. The sellers are in such case responsible for all possible costs, fines and damages coming from the delivery realized without or under incorrect notification.

### **11. Applicable law**

The contract parties agree to the exclusive responsibility of Montanwerke Brixlegg AG as the competent court in the event of any disputes arising from this contract. Austrian law applies and any possible reference provisions are excluded. The application of the UN law on the international sale of goods is expressly excluded. Any deviations or additions are only valid if expressly agreed in writing.

### **12. Force majeure**

This contract is subject to all kinds of Force Majeure according to the UNIDROIT Principles of Commercial Contracts 2004, article 7.1.7 parag. 1-4.