

## **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 5 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 has to be done in written form by mail: [backoffice@montanwerke-brixlegg.com](mailto:backoffice@montanwerke-brixlegg.com), via a delivery advice (<http://www.montanwerke-brixlegg.com/en/downloads/>), specifying:

- Delivery date
- Contract number
- Consignment weight
- Quality of material
- Plate number
- Country of origin and enclosed
- Attachment VII according to EU-transport regulation no.: 1013/2006 Annex IIIff

**No unloading will take place without our reconfirmed delivery date/consignment date.** Our train address is: Montanwerke Brixlegg AG, Brixlegg Anschlussgleis.

### **4. Customs clearance**

The import customs clearance for materials from third countries delivered by lorry takes place at our plant in Brixlegg. The customs process for the train wagons is carried out by the ÖBB customs officials in Hall in Tyrol with customs clearance required for this interim journey.

### **5. Weight specification**

The weight at receipt specified is calculated using our industrial scales in Brixlegg. 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 Brixlegg. 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, Montanwerke Brixlegg AG is entitled to start with the weighing and sampling process without delay. Once the samples have been taken, Montanwerke Brixlegg AG 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 Montanwerke Brixlegg AG.

### **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 Montanwerke Brixlegg AG 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**

If the material is not clearly stated in the 'green list' according to EU transport regulation no. 1013/2006 annex IIIff, the supplier must ensure the relevant notification is acquired. For material included in the green list, the accompanying document corresponding to attachment VII must be completed. The supplier must also attach the transport papers required for the transportation process or send them to Montanwerke Brixlegg AG. The supplier covers all costs resulting from a false or incomplete notification.

This contract covers the following obligations:

1. The notifying person should take away the rubbish in accordance with article 22 and article 24 parag. 2 if the transport process does not take place as intended or the transport contravenes the existing regulations;
2. The recipient should recycle or dispose of waste in accordance with article 24 parag. 3, in the event that the transportation process is illegal;
3. The recipient should provide the notifying person with a certificate as soon as possible and no later than 5 days of receipt of the waste, in accordance with article 16 point E, to state that the waste has been disposed of in an environmentally-friendly manner.

### **11. Applicable law**

The contract parties agree to the exclusive responsibility of Brixlegg 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.

### **13. Data protection**

Personal datas must be processed in accordance with the provisions of the EU-GDPR and the DPR.

Suitable technical and organisational measures are to be taken in order to ensure and provide evidence of processing taking place in accordance with the EU-GDPR and the DPR. The security of personal data is to be ensured by means of an adequate level of protection.