



EUROQUARZ

General Sales Conditions

Issue: November 2004

1. Generalities

All our deliveries are subject to the following general sales conditions, which are an integral part of our offer and which the purchaser explicitly declares to accept. The general purchase conditions of the purchaser shall not be applied without our previous written acceptance.

2. Conclusion of the agreement

Our offers are made without any commitment.

The sales agreement will be definite after our written confirmation of the order or in the absence thereof at the time of delivery.

3. Object of the purchase

Samples or unilateral analysis as well as the analyse sheets transmitted to the purchaser only have an indicative value. The proportion of oversize and undersize particles shall be within the values declared in our test reports. This doesn't exempt the purchaser from any quality control before handling and processing the goods.

4. Delay of delivery

(1) The terms of delivery are agreed by mutual written agreement. The delivery of the goods is considered as being effected at the moment of loading of the means of the transport at the plant.

(2) In case of free delivery the risk of the transport are for account of the purchaser without liability being engaged in case of loss, contamination or other damage during transport.

(3) Events beyond our control such as severe frost, strikes, interruptions of our activities or the activities of our supplies due to a technical disturbance which impede normal working in our plants of the plants of our suppliers, exempt us temporarily from all obligations concerning delivery. Costs of transport, demurrage etc. resulting there from are for account of the purchaser.

(4) If delivery is delayed at the purchaser's request, the purchaser shall comply with the agreed terms of payment; any storage costs are charged to the purchaser.

5. Invoicing

(1) Our invoices are payable at Dorsten, in advance or at 10 days from the day of invoice without deduction and free of expenses or costs for us. The dispatch of the invoice is to be considered as a request for payment.

(2) It is expressly agreed that in case of non-payment, the purchaser will pay - without prejudice for further losses - 8,50 € and interests at the rate of 5 % over the base interest rate published by the European Central Bank and the costs of

judicial and extra-judicial means and proceedings.

(3) Every invoice remaining without protest 10 days after date of dispatch is considered as having been accepted.

Suspension of payment or the raising of objection by the purchaser against our claims for payment are excluded, except where the corresponding claim of the purchaser has either finally judicially determined or recognized by us in writing.

In case of delay in payment we preserve the right to cancel the pending orders.

6. Preservation of the right of property

We preserve the right of property of the goods delivered until complete payment.

7. Warranty

(1) Our goods are conform to the order, especially quantity, grades of sieving, chemical quality, colour. The purchaser is obliged to examine the contract products and to subject all goods supplied to the requisite mechanical and/or chemical tests, before processing.

(2) The purchaser understands that the goods purchased are natural products and that the gravel and sand, coloured and/or non-coloured, may contain residues of other minerals. Any damage resulting from such will not warrant compensation.

(3) Complaints and remarks concerning the goods supplied shall made by written specifying the nature of the lack of conformity and have to reach us within 8 working days and in any case before the starting of application of the products.

After this period, no complaints will be accepted.

Following due notice of lack of conformity, the purchaser can rely on the remedies provided for by the UN-Sales Convention having regard to these General Sales Conditions.

8. Authority of law

All disputes will be submitted to the jurisdiction of the courts of the legal district of **Dorsten** (Germany). The parties agree to the application of the UN Convention on Contracts for the International Sale of Goods. Where standard terms of business are used, the Incoterms 2000 of the International Chamber of Commerce apply.

Those questions not covered by the UN-Sales Convention should be governed by German law.

Each party shall have the right to claim at the principal place of business of the other party.