

General trading conditions of the MOLYDUVAL GmbH conditions 1.1.2003

1 General

- 1.1 All supplies, achievements and offers of the MOLYDUVAL GmbH exclusively takes place on the following conditions, which are expressly recognized by placing of order to the MOLYDUVAL GmbH.
- 1.2 The following conditions replace used trading conditions and apply, also then for all future business relations if it not again expressly were agreed upon. One contradicts to opposing one general trading conditions of the business partners hereby also for the future.
- 1.3 Deviations from these trading conditions are effective only if they are confirmed in writing by the MOLYDUVAL GmbH. Coworkers of the MOLYDUVAL GmbH are not authorized to meet deviating individual agreements.

2 Offers and conclusion of a contract, sliding-price clause

- 2.1 All offers of the MOLYDUVAL GmbH is not-binding and noncommittal.
- 2.2 The MOLYDUVAL GmbH can withdraw also after conclusion of a contract from this, if single execution measures were accomplished or tried against the contracting party. The fact that such measures are not accomplished or are not tried, is made hereby the implicit basis of contracts.
- 2.3 The prices understand themselves, if differently does not agree, carriage free and without value added tax. This is separately computed with the valid in each case control item

3 Supply, obligations on supply

- 3.1 This way and kind of the transport of the commodity as well as kind of the packing determines both with freight-free and with not freight-free dispatch by the MOLYDUVAL GmbH according to best discretion. If technical and other difficulties of supply demand a deviation from the intended dispatch, any extra costs go also in the case of a fixed price agreement debited to the contracting party.
- 3.2 The assumption of extra costs an unreasonable hardness means for the contracting party, then this is justified to reject through renouncement of further supply during the duration of the cost increase and through renouncement out claims for damages, the assumption of extra costs with renouncement of supply if the MOLYDUVAL GmbH persists also during written refusal menace in an assumption.
- 3.3 For being to blame for those persons, whose we avail ourselves for the fulfillment of our commitments (executing aides), do not cling we not, it are, it meet us roughly negligent being to blame for with their selection or supervision.
- 3.4 If the transport vehicles of the MOLYDUVAL GmbH or parts of these vehicles with the delivery procedure by standard behavior of the contracting parties are damaged, owe this overall payment of damages of EUR 100, -- for each full hour, in which the vehicle for reasons of the repair could not be used in the context of the normal course of business. The proof is open to the contracting party that a smaller damage developed.
- 3.5 The buyer takes over opposite us the irrevocable warranty for the fact that both it, and following customers fiscal regulations or order regulations do not hurt, which are to be considered in the case of the supply from tax-free or tax-privileged products to. With the purchase to us the buyer clings to tax-privileged commodity for the fact that we have at the time of the supply a valid permit, which exhibits also the current name of the entitled one.

4 Storage, means of transport, borrowing bundle etc..

- 4.1 Of the MOLYDUVAL GmbH or on their arrange container or other articles, which is suitable for the storage or for the transport of petroleum products, that contracting parties or one of it designated third made available or leaves, then the contracting party is responsible also without being to blame for each damage, which is caused at the container or in consequence of a lack of the container by the commodity with third during the duration of the supply or hiring. The contracting party does without a right of lien at it left the articles. The containers may from the contracting party to others, than for the contract purposes are not used. The contracting party is responsible for the duration of the use for the adherence to the laws, an adhesion of the MOLYDUVAL GmbH is impossible.
- 4.2 Containers (in particular borrowing bundles, which are not sold together with the commodity) the MOLYDUVAL GmbH puts to the contracting party if necessary for the duration of the business relation free of charge at the disposal. At the latest 4 weeks after request by the MOLYDUVAL GmbH are to be sent back the containers of the contracting party in clean condition as well as at its expense and risk to of the MOLYDUVAL GmbH reception point which can be designated. With not punctual return to the MOLYDUVAL GmbH can require this per month an overall use remuneration of EUR 15, --, alternatively indemnification according to value or refusal of the canceling.
- The contracting party clings to 4.3 in the case of supply of the commodity in means of transport, confinements and bundles, which are set to the contracting party to belong or to its arrange of third, for the fact that the containers correspond to the relevant regulations. The contracting party is obligated to send the containers in filling clean condition freight and free of charges on own danger to of the MOLYDUVAL GmbH place which can be designated. The MOLYDUVAL GmbH is not obligated to examine the containers for its suitability. Each damage, which results from lack of the containers, goes debited to the contracting party.
- The contracting party has to consider the regulations for the storage and filling of combustible liquids (VbF/TRbF). The contracting party commits itself, the necessary insurance (be to blame for-independent liability and waters damage liability etc..) to lock.

5 Capacity, achievement time

- 5.1 The MOLYDUVAL GmbH owes the contractually agreed upon delivery volumes only, as far as you are available appropriate delivery volumes. It is supply debt agreed upon. Should because of effected self supply or necessary production decrease as well as losses of production plants, become, which the MOLYDUVAL GmbH is not sufficient available delivery volumes for the satisfaction of all creditors, then is to be made entitled the shortening even for the satisfaction of all contracting parties with all delivery obligations. Beyond that the MOLYDUVAL GmbH von delivery obligation is released. If the MOLYDUVAL GmbH takes, in order to be able to fulfill their delivery obligations, so far not or to this extent not used sources of supply in requirement and thereby if a raising the price of of the achievement article occurs, then the MOLYDUVAL GmbH is justified also in the case of a fixed price agreement to slam developing extra costs shut the purchase price. If the assumption of extra costs means an unreasonable hardness for the contracting party, then this is justified to reject the supply of the MOLYDUVAL GmbH if this persists also after the written refusal menace in the increased price.
- 5.2 Indicated times for delivery apply for sufficient official permission under the reservation of higher force, punctual first delivery. If a delivery handicap continues longer than three months, the MOLYDUVAL GmbH is justified, of stands to withdraw. The contracting party is justified with delay of the MOLYDUVAL GmbH after written setting of an appropriate respite regarding the part of the contract not fulfilled yet to the resignation. Large claims for damages are impossible in this case.
- 5.3 Coworkers of the MOLYDUVAL GmbH are not authorized to lock firm bargains. Exceptionally if obligatory times for delivery should be agreed upon, and should a requirement of the contracting party on substitution of the damage caused by default exist by written individual agreements with the management, then a flat claim for damages at a value of 5% of the value of the supplied commodity per contract is entitled to it. Large requirement on damage caused by default is, so far legally permissible, impossible.
- 5.4 The MOLYDUVAL GmbH is justified to partial deliveries and part deliveries.
- 5.5 With default in taking delivery of the contracting party the MOLYDUVAL GmbH is justified without prejudice to the legal requirements to reject the supply of the in time not removed subsets without thereby the effectiveness of the entire contract is affected. Beyond that the contracting party in the case of the default in taking delivery of the MOLYDUVAL owes GmbH payment of damages at a value of 5 % per year the selling price of the not removed commodity for each begun day, on which the contracting party is in the delay. The asserting and the proof of a higher damage of the MOLYDUVAL GmbH remain of it unaffected. The contracting party can lead however also the proof that the MOLYDUVAL GmbH resulted from the default in taking delivery a smaller damage.

6 Notice of defect, guarantee, payment of damages

- 6.1 the commodity has to examine the contracting party immediately after receipt and if a lack shows up, these the salesman immediately. If the contracting party is a buyer, at the latest within one week after supply, to indicate in writing. If a check of the complained of commodity is no longer possible by the MOLYDUVAL GmbH, in particular if no longer it is ascertainable, whether errors are to due to supply of the MOLYDUVAL GmbH, is notices of defect no longer permissible. This is generally the case, if of the MOLYDUVAL GmbH supplied commodity is mixed with strange commodity.
- 6.2 In principle commodity of middle kind and quality owes the MOLYDUVAL GmbH. As far as the technically caused quality fluctuations within a commercial standard permissible framework arise, the quality within the range of these fluctuations is owed.
- 6.3 If the MOLYDUVAL GmbH samples and sample dispatched, dispatching represents not the warranty that late commodity which can be supplied has the characteristics of the samples and samples.
- 6.4 Technical data on of the MOLYDUVAL GmbH dispatched documents represent only approximate data. They are to be regarded as assured characteristics only if they are called expressly "assured characteristic".
- 6.5 with notices of defect is to be sent by the contracting party sample of the complained of commodity of the MOLYDUVAL GmbH. The sampling has to take place according to the regulations of the relevant DIN standard.
- 6.6 With unauthorized complaints of the contracting parties is obligated these, the costs of the sample withdrawal, laboratory tests etc. at a value of approx.. EUR 500 to replace --. The accurate sum is charged for.
- 6.7 So far warranty claims because of unsatisfactory commodity exist, can stress the contracting party replacement. Only when failing the replacement the contracting party reduction of the remuneration or transformation can require.
- 6.8 Beyond that we are responsible only in the context of the following regulations for payment of damages.
- 6.9 Requirements on substitution of a damage are impossible, as far as they are not based on the MOLYDUVAL GmbH standard resolution or rough negligence.
- 6.10 With delay or impossibility the adhesion is beyond that limited to multi-expenditures for the covering purchase.
- 6.11 So far the MOLYDUVAL GmbH replacement for direct financial damages the payment of damages owes, is limited to 200 % of the quantity of orders.
- 6.12 So far the MOLYDUVAL GmbH payment of damages for damages to property, by damages to property caused fortune damages or for personal injuries owes, are limited requirements to 400 % of the quantity of orders.

7 Payment

- 7.1 Payments are to be made immediately without departure. The day of dispatching the commodity starting from delivery place is considered at the same time as invoice date and is determining for the computation of the times fixed for payment, if times fixed for payment are agreed upon. With position the delivery date applies for a calculation as date to the maturity regardless of the invoice date. During not punctual payment the MOLYDUVAL GmbH is justified to require interest with buyers from the day of the maturity, with Non Traders interests from the day of the entrance of the first reminder on.
- 7.2 Equipment of the contracting parties in delay of payment, then is justified the MOLYDUVAL GmbH to require from the day of the delay at interest at a value of 5 % per year over the respective rate of discount of the German Federal Bank if exceptionally a low damage caused by default cannot be computed. To that extent the proof is open to the contracting party that the MOLYDUVAL GmbH a smaller damage caused by default developed. Beyond that the MOLYDUVAL GmbH is justified to compute for each individual reminder a fee of EUR 5, -- and to draw in with delay of more than 10 days the due amount of a well-known account of the contracting party.
- 7.3 The contracting party is committed to in the case of the agreement of the payment by direct debit or order for deduction to replace in the case of a return debits for lack of covering not only the resulted bank costs, but also those the MOLYDUVAL GmbH developed costs of treatment. Per treatment of back debits a cost lump sum is agreed upon by EUR 10, --. One diminishes to the contracting party to prove a smaller cost.
- 7.4 The MOLYDUVAL GmbH is justified beyond that to withdraw without respite setting of all sales contracts, also of such, existing beyond that, with which a delay of payment yet is not present, whereby claims for damages remain reserving. The MOLYDUVAL GmbH can place, if a substantial degradation of financial circumstances of the contracting party threatens, regardless of opposing terms of payment or payment terms, other demands immediately due.
- 8 **Right of lien, set-off**
- 8.1 A right of lien of the contracting party is, so far legally permissible, impossible.
- 8.2 A set-off of the contracting party with others than valid or recognized demands is impossible.
- 9 **Place of delivery**
- 9.1 Place of delivery for all supplies including the freight-free and the supplies, which are implemented with own vehicles of the MOLYDUVAL GmbH, that place came, from the supply.
- 10 **Retention of title**
- 10.1 The MOLYDUVAL GmbH the following collateral is granted to 10.1 up to the fulfillment of all demands including all demands for balance from current account, which the MOLYDUVAL is entitled to GmbH from each argument now or in the future against the contracting party.
- 10.2 The commodity property of the MOLYDUVAL GmbH all supplies remains taking place exclusive under retention of title up to the complete payment. As far as the commodity is not mixed after supply with strange commodity, the property turns into to it only to the contracting party if all commitments are fulfilled, which the MOLYDUVAL GmbH from their business relations has opposite the contracting party. This applies, even if the purchase price is paid for certain goods deliveries designated by the contracting party. With current calculation the reserved property serves GmbH being entitled demand for balance for the safety device of the MOLYDUVAL. As far as of the MOLYDUVAL GmbH supplied commodity is mixed, blended or connected with other goods, the contracting party surrenders the inventory resulted from mixture, blending or connection hereby to the MOLYDUVAL GmbH in advance. The MOLYDUVAL GmbH accepts the transfer hereby. The contracting party will keep the commodity for the MOLYDUVAL GmbH, until it is called up and or fetched.
- 10.3 Is justified the contracting party up to revocation to sell the commodity in normal course of business. It is not entitled to pawn or convey safe guard for the sake of the commodity. During a far sale the contracting party retires all demands on the MOLYDUVAL GmbH, developing from the far sale, to the commodity hereby in advance. The company MOLYDUVAL GmbH accepts the transfer. The contracting party is obligated to GmbH upon the requests of the company MOLYDUVAL to designate debtors and to place the documents necessary for the prosecution to the order.
- 10.4 exceed the value that the MOLYDUVAL GmbH retired collateral the demands, which she has altogether against the contracting party, around more than 30 %, then the MOLYDUVAL GmbH upon the requests of the contracting party is obligated to the end around carry of the exceeding part of the safeguard property or the demands.
- 10.5 The contracting party has to communicate immediately third the access on the goods in the property and/or co-ownership of the MOLYDUVAL GmbH. It has to refer third immediately to the ownership structures.
- 10.6 So far due to the managing agreements or from other arguments the MOLYDUVAL GmbH owner of goods are, which left themselves in property of the contracting party find, explain this hereby that he permits the MOLYDUVAL GmbH irrevocably, its unfriedetes property to enter, in order to exercise their vested title by removal. The right to the removal develops at the latest after unsuccessful reminder with delay of payment. The parties are itself united that due to this agreement the MOLYDUVAL GmbH possesses a right hoeherrangiges in relation to the house right, in order to notice their vested title. Thus entering of the unfriedeten property of the contracting party is legal also regardless of the above irrevocable consent.
- 10.7 The MOLYDUVAL GmbH has 10.7 the contracting party subject to the asserting of other claims for damages as substitution of the damage, which resulted from the requirement of the collection of the commodity, one cost-overall at a value of EUR 50 to replace -- per hour. To that extent the proof is open to the contracting party that the MOLYDUVAL GmbH smaller costs of collection arose.
- 11 **Range office regaling**
- 11.1 we puts clothes to our guests at the disposal. It is open our guests whether they use these or store bring along clothes at the table. In the case of the use of clothes we do not transfer adhesion for theft, other loss or damage by third persons, who are not coworkers of our house.
- 11.2 In all other respects we are responsible to 11.2 for damage, so far legally permissible, caused by our coworkers, only, if the action was caused by deliberate or roughly negligent doing or omitting.
- 12 **Working areas**
- 12.1 Adhesion for duty to safeguard traffic: Our coworkers are dependent to examine constantly the working area on dangers for traffic and eliminate these immediately. The customer we pointed out that in the enterprise from gas stations the current occurrence of sources of endangerment can being not completely excluded such as oil and gasoline marks despite intensive control. For offences against the duty to safeguard traffic we are responsible only, if the offences are based on resolution or rough negligence of our coworkers.
- 12.2 Complaints on with us bought commodity can be only accepted, if together with the commodity a purchase voucher is submitted.
- 12.3 our sales rooms is not intended for the current stay, in particular not to the consumption of food and benefit of beverages. We accordingly reserve ourselves to make in individual cases of our house right use if the stay is used for other purposes than to the selection and to the purchase of commodity. In all other respects we reserve ourselves to make after cheap discretion of our house right use and to give individual persons house prohibition.
- 13 **Business Connection**
- 13.1 In the context of the course of business resulting data are stored by the MOLYDUVAL GmbH and processed automatically, as far as this is operationally necessary. The contracting party explains itself hereby expressly in agreement.
- 13.2 To the contracting party is committed, to changes of his clearing bank connection (including account number and bank code number), to communicate changes of owner conditions or business conditions as well as the address of an owner or a personally responsible partner of the MOLYDUVAL GmbH immediately.
- 13.3 With distribution of an order the terms of payment and supply of the MOLYDUVAL GmbH become effective also for and against legal successors and business purchasers of the contracting party.
- 14 **Other**
- 14.1 The right of the Federal Republic of Germany applies for 15.1 for all business relations and the entire legal relations between the MOLYDUVAL GmbH and the contracting party.
- 14.2 so far legally permissible, are indirectly Ratingen exclusive area of jurisdiction for all itself from the contractual relation disputes resulting in directly or.
- 14.3 If a regulation in these trading conditions should be ineffective or in the context of other agreements or become, then thereby the effectiveness of all other regulations or agreements is not affected.
- 14.4 The parties commits themselves to cause in place of a possibly ineffective regulation a regulation which comes the intended regulation content legally if possible close and which MOLYDUVAL GmbH places economically in such a way, as if the regulation would be effective.

MOLYDUVAL GmbH