

## Conditions of Supply, Payment and Warranty

## micro resist technology GmbH



### 1. General

- 1.1 Only our general terms and conditions of business apply to the contract; other conditions will not form part of the contract, even if we do not expressly contradict them.
- 1.2 All our quotations are made without obligation. The deciding factor for conclusion of the contract is our written confirmation of order which is subject exclusively to these terms and conditions of payment and supply. Any of the customer's deviating conditions which we do not expressly acknowledge in writing are not binding on us, even if we do not expressly contradict them.
- 1.3 Any supplements, amendments and subsidiary agreements become effective only following written confirmation from ourselves.
- 1.4 Technical data pertaining to our own products and those in our range are subject to modification without there being any obligation on our part to inform the ordering party.
- 1.5 Demonstrations and trials at the ordering party's premises using products supplied by us are exclusively at the risk of the ordering party.

### 2. Delivery times, delivery, delay

- 2.1 Delivery times are only approximate and begin on receipt by our customer of our order confirmation, though not before clarification of any initial technical queries and receipt of documents, permits or approvals to be obtained by the customer and not before receipt of agreed down-payments. The delivery period will be considered adhered to if the subject of delivery has left the factory or readiness for dispatch has been indicated by the time the period expires.
- 2.2 In the event of subsequent amendments to the contract possibly affecting delivery deadlines, the delivery period will be extended appropriately unless specific agreements have been made on this.
- 2.3 Part-deliveries are permitted.
- 2.4 Goods will be dispatched at the cost and risk of the ordering party. This will be effected by the most suitable and rapid route we consider appropriate for the product. The risk of accidental destruction or accidental deterioration of the product passes to the ordering party upon transfer to the transporter and no later than the point of departure from the factory or warehouse. If the product is ready for dispatch and dispatch or collection is delayed for reasons beyond our control, risk passes to the ordering party when notification of readiness for dispatch is received.
- 2.5 We are entitled to insure the goods fully against transport damage as we think fit at the expense of the ordering party. In the event of damage, the ordering party undertakes to take all measures usual in business to establish damage for insurance purposes. Transport damage and other claims, including those against third parties, do not release the ordering party from its obligation to pay within the agreed deadlines.
- 2.6 *Force majeure* and strikes, lockouts, operational disruption, lack of raw materials and operating materials and delayed supply or non-supply from sub-suppliers or additional or altered services demanded by the customer which are beyond our control will extend the delivery periods accordingly and release us from the obligation to supply if these conditions render it impossible. The above-mentioned circumstances will not be considered our fault if they occur during an already existing delay.
- 2.7 For damages from (partial) delay, we will be liable to business people only for deliberate or grossly negligent fault. We will furthermore be liable only for the damage foreseeable by us and for no more than the net value of the delivery.

### 3. Prices and payment

- 3.1 All prices are net ex works, unless anything to the contrary has been agreed. Costs for packing and freight will be borne by the customer. Price lists current at the time apply. This applies even if part-services or part-deliveries for the contract extend over a prolonged period.
- 3.2 Invoices are due net without deduction on the date given, free of costs and charges and in EURO (€), to our account in the Federal Republic of Germany. Receipt of payment is the deciding factor in each case. We will accept bills of exchange and cheques at the expense of the customer only as conditional payment. When we are working with customers for the first time or with customers with whom we do not work regularly, in the event of payment being delayed for an earlier delivery and in the event of there being justified doubts about the customer's creditworthiness, we can make each individual delivery dependent on payment in advance or on a security to the amount of the invoice value.
- 3.3 Our claims for payment may not be set off against the customer's counterclaims unless claims which are undisputed by us or which are legally valid are involved.

### 4. Reservation of title

- 4.1 The goods supplied remain our property until all claims arising from the business relationship between ourselves and the ordering party have been settled in full.
- 4.2 We reserve our title and copyright to all illustrations, drawings, sketches or other documents enclosed with our quotations or passed to the ordering party by other means. They may not be made accessible to third parties without our consent and are to be returned on request.

### 5. Warranty, liability and complaints

- 5.1 If the subject of the delivery is defective or becomes faulty during the warranty period as a result of poor materials or manufacture, then at our discretion, we shall provide a free replacement or repair and this shall exclude further claims under warranty by the customer.
- 5.2 There will be no claim under warranty in the event of the subject of the delivery being rendered unusable by incorrect use or use not in accordance with regulations (e.g. breach of the regulations relating to warehousing, storage and processing or breach of general rules applying to the handling of chemicals).
- 5.3 We should be notified in writing of identifiable defects, deviating quantities or incorrect deliveries immediately, but in any case no more than 14 days after receipt of the goods. If this deadline is exceeded or if the goods supplied are not handled or processed properly, all claims for defects will be invalidated. We will not be held liable for any defects and damages of which we are not notified before processing commences.
- 5.4 We can only be held liable for invisible defects which cannot be discovered on immediate examination if we receive notification of the defect in writing within six months of the delivery being dispatched. Otherwise, the statutory provisions apply.
- 5.5 If the subject of the delivery is abroad, the travel and accommodation expenses of the staff we use for claims under warranty shall be borne by the customer.
- 5.6 The ordering party can be invoiced with any costs incurred for analysing deliveries no longer in their original packs which are returned to us following agreement with ourselves.
- 5.7 The warranty period is six months. It commences with dispatch to the customer/date of manufacture.

### 6. Safety

Insofar as our goods come under German hazardous goods regulations, the customer undertakes to observe our product-specific safety data sheet when storing or processing them or to pass on the relevant data to the purchaser if selling the goods on. Current safety data sheets can be obtained from our Customer Service department. To the extent to which the goods delivered by us are classified as hazardous goods, they may only be stored and transported (further) in permitted packaging and means of transport with the specified identification.

### 7. Packaging

Disposable packaging will be disposed of properly by the purchaser at his own expense.

### 8. Partial ineffectiveness

Partial ineffectiveness of individual terms and conditions will not result in the remaining conditions of supply, payment and warranty becoming ineffective.

### 9. Place of fulfilment, place of jurisdiction

Place of fulfilment for all contracts is Berlin and the law of the Federal Republic of Germany applies exclusively. Place of jurisdiction for both parties is Berlin.

