**Terms of Use**

 **Scope / General Provisions**

 These Terms of Use govern the use of the web-

site [shop.heraeus-precious-metals.com](https://shop.heraeus-precious-metals.com/) (the "Webshop") by customers and other users. Heraeus Precious Metals GmbH & Co. KG, Heraeusstraße 12 - 14, 63450 Hanau, Germany ("Heraeus") offers the sale of various products on the Webshop. The sale and delivery of the prod- ucts is exclusively governed by the General Terms of Sale and Delivery of Heraeus. General terms and conditions of the customer do not ap- ply.

 The use of the Webshop is only permitted for cus- tomers that are businesses/entrepreneurs. An "entrepreneur" is a natural or legal person or a partnership having legal capacity which exer- cises its commercial or independent professional activity in the conclusion of a legal transaction and which fulfils the requirements set forth in Section 2 Paragraph 1 of the German Value Added Tax Act (*Umsatzsteuergesetz*). Heraeus is entitled to verify the customer's entrepreneurial status by means of appropriate documents, e.g. an extract from the commercial register or the business registration.

 **Formation of Contracts for Goods and Ser-**

**vices**

 The presentation of the Goods and Services in

the Webshop does not constitute a legally bind- ing offer by Heraeus, unless it is expressly desig- nated as such.

 Unless expressly stated otherwise in the Web- shop, the orders for products placed by the cus- tomer are binding. The customer can correct its entries at any time before sending off a binding order.

 If Heraeus notifies the customer by e-mail about the receipt of the customer's order, this notifica- tion does not constitute acceptance of the cus- tomer's order. Heraeus is not obliged to send the customer such notification of receipt.

 If the customer's order is binding, Heraeus will ac- cept the order by e-mail at short notice, usually within five (5) business days after receipt of the order. The customer has no claim to the ac- ceptance of its orders.

 If Heraeus has already expressly made a binding offer for its products in the Webshop, a contract will be formed upon Heraeus's receipt of the cus- tomer's binding declaration of acceptance of this offer. Heraeus will notify the customer by e-mail

of its receipt of the customer's declaration of ac- ceptance. It is only after receipt of this notification that the customer may assume that its declara- tion of acceptance was received by Heraeus.

 **Access to the Webshop; Availability**   
 Heraeus provides to the customer access to the

Webshop free of charge.

 Within the scope of the technical capacities,

Heraeus will endeavor to ensure uninterrupted availability of the Webshop. However, security or capacity issues may cause short-term malfunc- tions or outages and maintenance activities may lead to temporary shutdowns of the Webshop. Therefore, Heraeus does not guarantee a partic- ular availability of the Webshop.

 The Webshop is protected by copyright. Heraeus grants to the customer a non-exclusive and non- transferable right to load the user interface of the Webshop into the memories of the computers of the customer for display on the monitors of these computers in accordance with the terms of the contract for use of the Webshop and to make the required number of copies of the user interface. Any further copying, modifying, editing, commu- nication to the public or disclosure to any third party of the user interface is only permitted if ex- pressly agreed.

 **User account**

 The customer can apply for the opening of a user

account for the Webshop.

 In general, the application for registration will be

accepted at short notice, but the customer has no claim to open a user account.

 When the account is created, Heraeus will pro- vide the customer with access data which is only valid for the initial registration and has to be changed immediately thereafter. The customer must ensure that passwords or other access codes are carefully chosen, not passed on, se- curely stored and kept secret in order to avoid misuse. The customer must log out after each use of the Webshop via the logout function. The customer must notify Heraeus immediately if he suspects that his access data has been misused.

 If a third party uses the Webshop with the cus- tomer's access data, the orders placed by the third party and other declarations made by the third party shall be attributed to the customer. This attribution does not apply to the extent that the customer can prove that the declaration does not originate from him and that he is not respon- sible for the misuse of the access data.

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 **Duties of the Customer**

 It is the customer's own responsibility to ensure

that all technical prerequisites which are neces- sary for the use of the Webshop are in place, in particular as regards the use of an up-to-date ver- sion of a standard Internet browser. Upon re- quest, Heraeus will inform the customer of the current system requirements.

 The customer agrees and undertakes to ensure compliance with applicable law when using the Webshop.

 Any documents that may be uploaded by the cus- tomer to the Webshop must be free from viruses and other malicious software, and they must not contain any scripts or other elements which auto- matically call up other internet web sites outside the Webshop or which transmit data and infor- mation to such other internet web sites. The use of scripts which overwrite the scripts of the Web- shop as well as any attempts to obfuscate the source code are prohibited.

 The Webshop does not contain any advice on tax laws, especially not on income tax laws, corpo- rate tax and value-added tax laws, or any recom- mendations on entering into investment transac- tions. Before the customer places an order, the customer must have sufficiently informed itself about all relevant subject-related topics such as, e.g., tax legislation and consulted with advisors from the relevant technical field, if required.

 It is the customer's own responsibility to ensure compliance with the applicable legal obligations and other requirements relating to the preserva- tion of commercial records as well as for the proper archiving of documents. For this purpose, the customer has the right to store the any docu- ments that he has uploaded to the Webshop on its own data carriers.

 Heraeus reserves the right to block the access to the Webshop by a customer temporarily or per- manently at any time and without giving reasons, in particular, but not limited to, if the customer commits a breach of its duties under these Terms of Use.

 The access to the Webshop may be blocked if incorrect access data have been entered multiple times by a customer or if there is suspicion of fraudulent use. In the latter case, the customer will be informed by e-mail on the same business day about the blocking of the user account. To regain access, the customer must contact Heraeus by e-mail.

 **Liability**

 Heraeus's liability for all claims arising from any loss or damage caused by Heraeus, Heraeus's legal representatives, agents or employees is un- limited in the case of injuries to the life, limb or health of any person, willful or grossly negligent breaches of duty, guarantee or warranty prom- ises, if expressly agreed, and inasmuch as the German product liability law applies.

 In the case of a breach of essential contractual duties, the performance of which is indispensable for the proper fulfillment of the contract and the compliance with which the contracting partner must be able to rely upon on a regular basis (*"Kardinalpflichten"*), by Heraeus, Heraeus's le- gal representatives, agents or employees, the li- ability is limited in amount to the damage which was foreseeable at the time of contracting and which may typically occur. Above and beyond the foregoing, claims for damages are excluded.

 **Applicable Law and Jurisdiction**

 These Terms of Use shall be governed by, and

construed in accordance with the laws of Ger- many, without giving effect to the UN Convention on Contracts for the International Sale of Goods.

 The place of jurisdiction shall be the place of busi-

ness of Heraeus.   
 **Final Provisions**

 These Terms of Use are available in the German

and in the English language.

 Heraeus will notify the customer of any changes,

amendments and modifications of these Terms of Use in writing (incl. e-mail) or by a notification on the Webshop upon a minimum advance notice of two weeks before the implementation of any such changes, amendments and modifications. Such changes, amendments and modifications will be deemed accepted unless objected to by the cus- tomer within two weeks after receipt of the notice. Heraeus will make specific reference to this legal consequence in its notice to the customer.

 Heraeus will store the contract text, i.e. these Terms of Use, and the data of the individual or- ders placed by the customer. These Terms of Use as well as the essential data of the individual orders placed by the customer are accessible to the customer on the Webshop, provided that the customer has a user account.

 In the event that any provision of these Terms of Use should be or become invalid, this shall not affect the validity of the remaining provisions hereof.

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