

Terms of Use

1. Scope / General Provisions

- 1.1 These Terms of Use govern the use of the website shop.heraeus-precious-metals.com (the "Webshop") by customers and other users. Heraeus Deutschland 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 products is exclusively governed by the General Terms of Sale and Delivery of Heraeus. General terms and conditions of the customer do not apply.
- 1.2 The use of the Webshop is only permitted for customers that are businesses/entrepreneurs. An "entrepreneur" is a natural or legal person or a partnership having legal capacity which exercises 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.

2. Formation of Contracts for Goods and Services

- 2.1 The presentation of the Goods and Services in the Webshop does not constitute a legally binding offer by Heraeus, unless it is expressly designated as such.
- 2.2 Unless expressly stated otherwise in the Webshop, the orders for products placed by the customer are binding. The customer can correct its entries at any time before sending off a binding order.
- 2.3 If Heraeus notifies the customer by e-mail about the receipt of the customer's order, this notification does not constitute acceptance of the customer's order. Heraeus is not obliged to send the customer such notification of receipt.
- 2.4 If the customer's order is binding, Heraeus will accept 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 acceptance of its orders.
- 2.5 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 customer'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 acceptance. It is only after receipt of this notification that the customer may assume that its declaration of acceptance was received by Heraeus.

3. Access to the Webshop; Availability

- 3.1 Heraeus provides to the customer access to the Webshop free of charge.
- 3.2 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 malfunctions or outages and maintenance activities may lead to temporary shutdowns of the Webshop. Therefore, Heraeus does not guarantee a particular availability of the Webshop.
- 3.3 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, communication to the public or disclosure to any third party of the user interface is only permitted if expressly agreed.

4. User account

- 4.1 The customer can apply for the opening of a user account for the Webshop.
- 4.2 In general, the application for registration will be accepted at short notice, but the customer has no claim to open a user account.
- 4.3 When the account is created, Heraeus will provide 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, securely 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.
- 4.4 If a third party uses the Webshop with the customer'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 responsible for the misuse of the access data.

5. Duties of the Customer

- 5.1 It is the customer's own responsibility to ensure that all technical prerequisites which are necessary for the use of the Webshop are in place, in particular as regards the use of an up-to-date version of a standard Internet browser. Upon request, Heraeus will inform the customer of the current system requirements.
- 5.2 The customer agrees and undertakes to ensure compliance with applicable law when using the Webshop.
- 5.3 Any documents that may be uploaded by the customer to the Webshop must be free from viruses and other malicious software, and they must not contain any scripts or other elements which automatically call up other internet web sites outside the Webshop or which transmit data and information to such other internet web sites. The use of scripts which overwrite the scripts of the Webshop as well as any attempts to obfuscate the source code are prohibited.
- 5.4 The Webshop does not contain any advice on tax laws, especially not on income tax laws, corporate tax and value-added tax laws, or any recommendations on entering into investment transactions. 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.
- 5.5 It is the customer's own responsibility to ensure compliance with the applicable legal obligations and other requirements relating to the preservation of commercial records as well as for the proper archiving of documents. For this purpose, the customer has the right to store the any documents that he has uploaded to the Webshop on its own data carriers.
- 5.6 Heraeus reserves the right to block the access to the Webshop by a customer temporarily or permanently 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.
- 5.7 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.

6. Liability

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

7. Applicable Law and Jurisdiction

- 7.1 These Terms of Use shall be governed by, and construed in accordance with the laws of Germany, without giving effect to the UN Convention on Contracts for the International Sale of Goods.
- 7.2 The place of jurisdiction shall be the place of business of Heraeus.

8. Final Provisions

- 8.1 These Terms of Use are available in the German and in the English language.
- 8.2 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 customer within two weeks after receipt of the notice. Heraeus will make specific reference to this legal consequence in its notice to the customer.
- 8.3 Heraeus will store the contract text, i.e. these Terms of Use, and the data of the individual orders 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.
- 8.4 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.