

General Terms of Sale for the sale of raw materials, scraps, recyclables, declassified steel products, wastes and similar materials (GTS Raw Materials) of Riwald Recycling Franken GmbH, Sennfeld (registered address: Schweinfurter Straße 6-8, 97526 Sennfeld; Register: local court Schweinfurt, HRB 4430)

A. General provisions

I. Applicability

1. The following general terms of sale for the sale of for the sale of raw materials, scraps, recyclables, declassified steel products, wastes and similar materials ("GTS Raw Materials") of Riwald Recycling Franken GmbH ("RIWALD") apply exclusively; RIWALD does not accept any customer terms that conflict with or diverge from these GTS Raw Materials – unless RIWALD expressly accepts the applicability of divergent terms in writing. These GTS Raw Materials apply even if RIWALD is aware of customer terms that conflict with or diverge from these GTS Raw Materials and nevertheless executes delivery or renders a service to the customer unconditionally.
2. These GTS Raw Materials only apply to companies in the sense of Sec. 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB") and to legal entities under public law and special public funds (*öffentlich-rechtliches Sondervermögen*).
3. These GTS Raw Materials apply for the entire future business relationship with the customer and replace, as the case may be, any contrary, earlier versions of GTS Raw Materials or general terms and conditions of RIWALD.
4. Any individual agreements reached with the customer from case to case (including side agreements, additions and changes) have priority over these GTS Raw Materials. The content of such agreements must be set forth in a written contract or in written confirmation from RIWALD. It shall be presumed that the agreements made between the customer and RIWALD for the purpose of executing the contract are set out in full in any written contract or any written confirmation by RIWALD and that no ancillary agreements exist next to the contract and the confirmation.
5. Declarations and notifications relevant in law that the customer must make to RIWALD after conclusion of the contract (e.g. deadlines, notifications of defects, declarations on rescission or reduction of the price (*Minderung*)) must be made in writing to be effective.

II. Conclusion of contract

1. Offers from RIWALD are subject to change and non-binding. Rather, offers from RIWALD are to be understood as an invitation to the customer to submit an offer to conclude a contract with RIWALD, unless the offer from RIWALD is expressly marked as binding or contains a specific acceptance period for the customer.
2. The ordering of goods by the customer is deemed a binding offer of contract. Unless otherwise stipulated in the order, RIWALD can accept this offer of contract within five working days starting from its receipt.
3. Acceptance may be declared either by acceptance of the order (orally or in written or text form) or by delivery of the goods to the customer.

III. Terms of payment

1. The prices of RIWALD quoted "ex works" plus value added tax shall apply and the customer shall pay, in addition to the price, all taxes on transfers and transactions (including value added tax at the prevailing statutory rate) and any costs of transport, insurance, shipping, storage, handling and demurrage charges of the goods. Any increase in such taxes or costs with effect at any time after the conclusion of the contract shall be borne by the customer.
2. A payment discount may only be deducted if an express written agreement has been reached to this effect.
3. Amounts invoiced by RIWALD or credit notes (*Gutschrift*) received from RIWALD are payable immediately without deduction. If settlement by way of credit notes (*Gutschrift*) has been agreed, the customer is obligated to issue the credit note (*Gutschrift*) immediately after receiving the delivery.
4. In case of invoices from goods and services being paid via SEPA Core Direct Debit or SEPA Business to Business Direct Debit, the customer will receive a pre-notification regarding the direct debit at the latest one day before the due date. Such pre-notification will be made next to the invoice to be debited.
5. In case of a payment default of the customer in respect of more than one obligation, all obligations shall automatically become immediately due and payable (*sofort fällig*).
6. In the event of default of payment evidently due to financial collapse (*Vermögensverfall*) of the customer, RIWALD is entitled to rescind the contract without further notice.

IV. Security

RIWALD shall be entitled to claim security for claims of a type and scope customary in the trade, also to the extent that they are conditional or limited in time.

V. Group offsetting

1. The customer agrees that claims that RIWALD and companies affiliated with RIWALD in the meaning of Sec. 15 et seq. Stock Corporation Act (AktG) have against the customer, now or in the future, may be set off with claims of the customer against RIWALD's affiliated companies.
2. The above provisions also apply if on the one hand cash payment and on the other submission of bills of exchange (*Wechsel*) have been agreed

and if the reciprocal claims are due and payable (*fällig*) on different dates. In such a case accounting shall be effected on the value date.

3. In the case of a multiple receivables the customer waives its right to object to RIWALD's stipulation of the receivables to be offset (Sec. 396, para. 1 sentence 2 BGB).

VI. Retention of title

1. The retention of title agreed in the following shall serve to secure all current and future claims of RIWALD against the customer arising from the supply relationship existing between the parties (including balance claims from a current account relationship limited to this supply relationship) (hereinafter the "**Secured Claims**").
2. Goods of RIWALD delivered to the customer shall remain the property of RIWALD until complete payment of all Secured Claims. Rescission from contract is not required to exercise any retention of title.
3. The customer shall treat the goods subject to retention of title with care and insure them at its own expense against fire, water and theft in the amount of the respective invoice amount.
4. The customer is entitled to process and to sell the retained goods until the occurrence of the utilization event (*Verwertungsfall*) (para. 9) in proper business transactions.
5. If the retained goods are processed by the customer, it is agreed that processing takes place in the name of and for the account of RIWALD as manufacturer and RIWALD shall directly be the owner of or – if processing takes place from materials of several owners or the value of the processed object is higher than the value of the retained goods – hold joint title (*Bruchteilseigentum*) of the newly created object. In the case that no such acquisition of ownership should occur at RIWALD, the customer already now transfers his future ownership or – In the above-mentioned relationship – his joint title of the newly created object as security to RIWALD. If the retained goods are combined or inseparably mixed with other objects to form a uniform object and if one of the other objects is to be regarded as the main object, the customer transfers to RIWALD proportionately the joint title of the uniform object in the relationship mentioned in sentence 1, as far as the customer is the owner of the main object. Para. 4 shall apply accordingly. Any rights of joint title (*Bruchteilseigentum*) of RIWALD shall be deemed to be retained goods within the meaning of these GTS Raw Materials.
6. In the case of sale of the retained goods, the customer already now assigns by way of security any claims arising against the purchaser – in the case of joint title at RIWALD of the retained goods according to the joint title share – to RIWALD who is accepting the assignment. The same applies for all other outstanding claims which replace the retained goods or otherwise arise from the retained, as especially insurance claims or claims from unlawful acts connected to loss or destruction. RIWALD irrevocably authorises the customer to claim the outstanding claims in the customer's own name. RIWALD is allowed to revoke this authorization for direct claim only in the event of utilization (*Verwertungsfall*).
7. The goods included in the retention of title may neither be pledged to third parties nor be assigned as security before complete payment of the Secured Claims has been made. If third parties have a claim to the retained goods, in particular by seizure, the customer will immediately refer them to the fact that it is property of RIWALD and inform RIWALD about this in writing, in order that RIWALD can enforce its rights to title. In so far as the third party is not in a position to reimburse RIWALD with the legal costs arising or out of court costs in this connection, the customer shall become liable for these costs.
8. RIWALD will release the retained goods as well as any object or outstanding claims taking their place upon demand according to RIWALD's choice, insofar as their value exceeds the amount of the Secured Claims by more than 10 %.
9. If RIWALD rescinds from the contract in the case of conduct by the customer which is contrary to the contract – in particular delayed payments – (the rescission being the event of utilization (*Verwertungsfall*)), RIWALD is entitled to demand the retained goods to be returned.

B. Execution of delivery

I. Delivery periods, delivery dates

1. Dates or periods for delivery of goods and services are only binding after written confirmation by RIWALD. Any delivery periods and dates stipulated are always subject to the reservation that no unforeseeable production disturbances occur and that RIWALD receives timely delivery of all necessary input materials from congruent hedging transactions (*kongruentes Deckungsgeschäft*) and, insofar as small completion quantities (*Kompletierungsmengen*) from purchases have been agreed or are customary in the trade, subject to the reservation of deliverability and timely delivery to RIWALD itself.
2. If the customer does not fulfil its contractual duties, especially opening of a letter of credit, presentation of local or foreign certificates, rendering of advance payment or the like, on time, RIWALD is entitled to amend the delivery periods and dates reasonably according to the needs of its production operations.
3. The time of dispatch ex works/store is decisive for observation of delivery periods and dates.
4. Delays in delivery and performance due to force majeure and due to events which make delivery substantially more difficult or impossible for RIWALD - these include in particular labour disputes, official orders, epidemics, pandemics, fire, riot, war, sabotage, explosion, mobilization, fail-

- ure of the energy supply and of raw materials, transport delays, machine breakdown, caused by reasons other than defective maintenance, and other unforeseeable, extraordinary circumstances which are caused outside the sphere of influence of the contracting party concerned and which cannot be avoided even if the utmost care is exercised, even if they occur at a supplier or sub-supplier of RIWALD - shall not be the responsibility of RIWALD even in the case fix periods and dates. These events entitle RIWALD, at its own discretion, to postpone the delivery or service by the duration of the impediment plus a reasonable start-up period or to rescind from the contract in whole or in part regarding the part not yet fulfilled. RIWALD may only invoke the aforementioned events if it has informed the customer immediately of these events.
5. If the impediment in the sense of para. 4 exceeds 3 months, the customer is entitled after setting a reasonable period of grace to withdraw from that part of the contract not yet fulfilled. If the delivery or service period is extended or if RIWALD is released from its delivery or service obligation, the customer cannot derive any claims for compensation from this.
 6. If the delivery periods are not met, the customer is only entitled to the rights from Sec. 281 and Sec. 323 BGB if it has set RIWALD a reasonable deadline for delivery – and insofar deviating from Sec. 281 and Sec. 323 BGB – combined with the declaration that the customer will reject acceptance of the delivery/service after expiry of the deadline; the right to fulfilment is precluded after fruitless expiry of the deadline.
 7. The occurrence of the delay in delivery (*Eintritt des Lieferverzuges*) requires in any case a written notice by the customer.
 8. RIWALD is entitled at all times to partial delivery of products, work and services in a reasonable scope.
- II. Dimensions, weights, quality**
- Deviations in dimensions, weights and quality are permissible according to DIN or standard practice. The weights are determined on the calibrated scales of RIWALD or mandated third parties and are decisive for invoicing. If individual weighing is not normal practice, the respective total weight of the shipment shall apply. Differences to the arithmetic individual weights shall be distributed among them proportionately.
- III. Dispatch, packaging and passage of risk**
1. Unless otherwise expressly agreed between RIWALD and the customer in writing or in text form, delivery shall be made at RIWALD's choice ex works or ex warehouse (EXW - Incoterms 2020). The place of performance shall also be located there. In this case, the risk of accidental loss and accidental deterioration of the goods after they have been made available for collection shall pass to the customer upon receipt by the customer of the notification that the goods are ready for collection ("readiness for dispatch"). RIWALD shall, however, be entitled to load the goods onto the respective means of transport.
 2. At the customer's request and expense, the goods shall be dispatched to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, RIWALD shall be entitled to determine the type of dispatch (in particular transport company, shipping route, packaging) itself. Any costs incurred shall be borne by the customer. In this case, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer when the goods are handed over to the forwarding agent or carrier.
 3. If the parties have agreed in writing that RIWALD shall provide the packaging, RIWALD will accept the return of used and empty packaging if and to the extent that packaging of the same type, shape and size is distributed by RIWALD in Germany. If the customer is an end user who no longer commercially distributes the goods sold by RIWALD in the form in which they were delivered to him, but uses them himself, for example, the return shall be limited to packaging of goods from RIWALD's product portfolio. Irrespective of whether the customer is an end user, other than a private household, or a distributor following in the supply chain, the parties agree that packaging may only be returned at the RIWALD's registered office in Sennfeld. If the customer chooses to return the packaging at the return location, the customer shall notify RIWALD thereof in due time, at least five (5) business days in advance. The customer shall be solely responsible for the delivery of the packaging to the return location and shall bear all costs and charges incurred in connection with the transport and return. If and to the extent that packaging cannot be reused, the customer shall bear the costs incurred by its recycling.
 4. At the customer's request, RIWALD shall contract a transport insurance or other suitable insurance at the customer's expense to secure the contractual performance as far as possible.
- IV. Claims for defects**
1. The goods are in the contractually agreed state (*vertagsgemäß*) if they, at the time of the passing of risk, do not deviate from the agreed specification or only do so immaterially. The contractually agreed state and non-existence of defects of the goods is determined exclusively by the express agreements on quality and quantity of the ordered goods. Liability for a particular purpose or a particular suitability is only accepted if this has been expressly agreed; apart from that the risk of suitability and use lies solely with the customer. RIWALD is not liable for deterioration or loss or improper treatment of the goods after the passage of risk.
 2. The contents of the agreed specification and any explicitly agreed purpose do not imply a guarantee (*Garantie*); the granting of a guarantee requires a written agreement.
3. If the delivery or service is defective, RIWALD is entitled at its free discretion to remedy the defects or to effect a replacement delivery. RIWALD may refuse remedy or replacement if it is only possible with disproportionate costs. If remedy of the defects or the replacement delivery is delayed for reasons for which RIWALD is responsible or if the remedy of the defects or replacement delivery definitely fails for some other reason, the customer is entitled to the normal statutory warranty rights (*Gewährleistungsrechte*). The customer is only entitled to compensation for damages or reimbursement of expenses in accordance with section C (below).
 4. The customer's claims for defects presuppose that he has fulfilled his statutory obligations to examine the goods and to give notice of defects. If the customer is a merchant within the meaning of the German Commercial Code (*Handelsgesetzbuch*, "HGB"), the following shall also apply: The goods delivered by RIWALD shall be inspected carefully by the customer immediately after delivery to the customer or to the third party designated by the customer (Sec. 377 HGB). The goods delivered by RIWALD shall be deemed to have been accepted if RIWALD does not receive a written notice of defect or a notice of defect in text form with regard to evident defects or other defects which were identifiable upon immediate inspection within a reasonable period of time, but at the latest within five working days after delivery of the goods or otherwise within five working days after discovery of the defect or any earlier point in time at which the defect was identifiable by the customer during normal use of the goods without closer inspection. In addition, the customer shall be obliged to notify RIWALD of the defectiveness in the event of recognizable quality defects. If the customer fails to carry out a proper inspection and/or to notify RIWALD of defects, RIWALD's liability, for the defect detected or detectable in the course of a proper inspection but not notified, shall be excluded. After performance of an agreed acceptance, the notification of defects which could have been detected during this acceptance shall be excluded.
 5. In the event of an objection, the customer must grant RIWALD the possibility to inspect the goods concerned without delay; on request the goods concerned or a sample thereof are to be made available at the expense of RIWALD. In the case of unjustified objections RIWALD may charge the customer the freight and handling costs as well as the inspection costs.
 6. In the case of goods that were delivered as declassified material – e.g. so-called II-a material – the customer is not entitled to any claims for defects regarding the specified defects and those it must usually expect as likely.
 7. Claims of the customer due to a defect or a breach of duty, including claims for damages and claims for reimbursement of futile expenses, shall become time-barred one year from the beginning of the statutory limitation period. The provision in sentence 1 shall not apply to the limitation of claims based on injury to life, body or health, nor to claims based on mandatory statutory product liability law (*Produkthaftungsrecht*), nor to claims based on RIWALD's lack of title to the delivered goods, which give rise to a claim *in rem* of a third party, according to which the delivered goods must be handed over to the third party. Furthermore, it shall not apply to the limitation of the customer's claims due to fraudulent concealment (*arglistiges Verschweigen*) of defects of the delivered goods or intentional breach of duty. In all these cases the statutory limitation periods shall apply.
 8. If the customer or another buyer in the supply chain has satisfied claims of its buyer due to defects in newly manufactured goods delivered by RIWALD and if the last transaction in the supply chain is a purchase of consumer goods, the limitation period for claims of the customer against RIWALD under Sec. 437, 445a para. 1 BGB shall become time-barred at the earliest two months after the point in time at which the customer or the other buyer in the supply chain has fulfilled the consumer's claims, unless the customer could have successfully invoked the defence of limitation against its contractual partner. The limitation period for the customer's claims in respect of defective goods delivered by RIWALD shall in any case come into effect insofar as the claims of the customer's contractual partner against the customer in respect of defects in the goods delivered by RIWALD to the customer have become time-barred, but no later than three years after the time at which RIWALD delivered the respective item to the customer. Remedy or replacement delivery shall not cause the limitation period to start anew.
 9. Recourse claims by the customer in terms of Sec. 478 BGB against RIWALD are restricted to the statutory scope of the claims for defects of third parties made against the customer and require that the customer has in its relationship with RIWALD fulfilled its obligation to give notice of defects in terms of Sec. 377 HGB.
- C. General limitations of liability**
1. If not arranged otherwise in these terms, RIWALD is liable without restriction:
 - a) for every intentional or grossly negligent cause of damage by RIWALD, one of its legal representatives, proxies or vicarious agents;
 - b) for intentional or negligent harm to life, body or health; and
 - c) for claims in terms of product liability law (*Produkthaftungsgesetz*) or if RIWALD has fraudulently concealed (*arglistig verschwiegen*) the defectiveness of an object or has granted an explicit guarantee (*Garantie*) for the quality of an object.
 2. Apart from that RIWALD is only liable in cases of simple negligence (*einfache Fahrlässigkeit*) for breach of elementary contractual duties and

restricted to the typically foreseeable loss. Elementary contractual duties in the sense of this section C are contractual duties the fulfilment of which make proper performance of the contract possible in the first place and on the fulfilment of which the other party to the contract regularly relies and may rely on. The parties to the contract agree that the typically foreseeable loss is limited to a maximum of EUR 5,000,000.00 for personal injuries and damage to property and to a maximum of EUR 250,000.00 for other pecuniary losses.

3. The exclusions and limitations of liability contained in these GTS Raw Materials shall apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of RIWALD.
4. Further liability of RIWALD for compensation for damages beyond that provided for in the above points is – regardless of the legal nature of the claim made – precluded.

D. SUSPENSION, TERMINATION

1. RIWALD shall be entitled to suspend the performance of its obligations under the contract if and for as long as the customer fails to perform its obligations towards RIWALD under the contract in full, properly or on time. Without prejudice to its other rights, RIWALD shall be entitled to terminate the contract with immediate effect in writing without being obliged to compensate the customer for any damage caused thereby if the customer is in default of payment or fails to perform any obligation under the contract.
2. Unless the customer is entitled to do so on the basis of mandatory law, the customer shall not be entitled to terminate the contract without the prior written consent of RIWALD. If RIWALD agrees to the customer's termination, the customer shall be liable to RIWALD for payment of compensation of at least 25% of the total amount owed by the customer to RIWALD under the contract. RIWALD reserves the right to claim further compensation from the customer for any damages it incurs as a result of the termination of the contract.
3. The parties may terminate the contract with immediate effect if (i) the respective other party applies for the opening of insolvency proceedings against its assets, (ii) insolvency proceedings are opened against the assets of the respective other party, (iii) the application for the opening of insolvency proceedings against the assets of the respective other party is rejected for lack of assets, or (iv) another circumstance comparable to the aforementioned circumstances occurs at the respective other party under the law applicable to it.
4. The termination or expiration of the contract shall not affect the right of the parties to assert claims based on a breach of the contract that occurred prior to the termination or expiration of the contract.

E. Miscellaneous

I. Proof of export

If a customer located outside the Federal Republic of Germany (foreign-territory buyer) or its authorized agent collects goods and transports or ships them to the foreign territory, the customer must produce the proof of export necessary for tax purposes to RIWALD. If this proof is not produced, the customer must pay the value added tax on the invoice sum applicable for deliveries within the Federal Republic of Germany.

II. Secrecy

1. The customer is obligated to treat all not-obvious commercial and technical information and knowledge that becomes known to him from the business relationship between RIWALD and the customer as a business secret, shall treat such information and knowledge strictly confidential, shall not to pass such on to third parties (those professionally bound to secrecy, such as lawyers and auditors, are not deemed to be third parties) and shall not utilize such information and knowledge. Such information and knowledge may only be disclosed to third parties with the express consent of RIWALD.
2. This shall not apply to information in respect of which the customer proves that (i) it was already known to him prior to the commencement of the business relationship, (ii) it was communicated to him by third parties as not being confidential, insofar as these third parties are not themselves in breach of confidentiality obligations, (iii) it is or becomes publicly known through no fault or action on his part or (iv) it must be disclosed on the basis of an official or court order. In the latter case, the customer shall inform RIWALD immediately prior to disclosure.
3. The customer may only advertise with the joint business relationship after receiving the prior written consent of RIWALD.

III. Set off, rights of retention

The customer may only set off with undisputed or legally established claims; it is only entitled to rights of retention if they are based on the same contractual relationship.

IV. Legal succession / Change of control / Subcontractors

1. RIWALD is entitled to transfer the respective agreement without special approval by the customer to one of its affiliated companies, insofar as this is a certified specialised waste management company.
2. RIWALD is also entitled to assign its claims arising from the business relationship to a third party.
3. RIWALD is entitled to have its services rendered entirely or in part by suitable subcontractors. References to RIWALD in these GTS Raw Materials likewise refer to these third parties correspondingly.

V. Applicable law/Language of contract

The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods. Contractual and business language is German.

VI. Supplementary applicability of other provisions

For the sale of non-ferrous metals (*NE-Metalle*), the provisions of the German metal trade, published by the Verein Deutscher Metallhändler e.V., as amended, shall apply additionally. In case of contradictions and/or deviations from these GTS Raw Materials, these GTS Raw Materials shall prevail.

VII. Place of jurisdiction

The exclusive place of jurisdiction is the registered seat of RIWALD. RIWALD is, however, also entitled to sue for claims against the customer before the courts with general and special jurisdiction for the customer.

VIII. Severability clause

Should one or more provisions of these GTS Raw Materials be or become ineffective or unenforceable, this shall not affect the validity of the remainder of these GTS Raw Materials. The parties undertake to replace ineffective or unenforceable provisions of these GTS Raw Materials immediately with effective provisions coming as close as possible to the commercial objective of the ineffective provisions. The provisions according to sentences 1 and 2 shall apply analogously should there be omissions in these GTS Raw Materials.