

General Terms of Purchase for the buying of raw materials, scraps, recyclables, declassified steel products, wastes and similar materials (GTP Raw Materials) of Riwald Electronics Recycling GmbH, Eppingen (registered address: Heilbronner Straße 13, 75031 Eppingen; Register: local court Stuttgart, HRB 100989)

A. General provisions

I. Applicability

1. The following general terms of purchase for the purchase of raw materials, scraps, recyclables, declassified steel products, wastes and similar materials ("**GTP Raw Materials**") of Riwald Electronics Recycling GmbH ("**RIWALD**") apply exclusively for the purchase of raw materials, scraps, recyclables, declassified steel products, wastes and similar materials. Supplier terms that conflict with or diverge from these GTP Raw Materials only become part of any contract if RIWALD has explicitly agreed to this in writing. These GTP Raw Materials apply even if RIWALD is aware of supplier terms that conflict with or diverge from these GTP Raw Materials and nevertheless accepts delivery or service from the supplier unconditionally.
2. These GTP 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 GTP Raw Materials apply for the complete future business relationship with the supplier and replace any contrary, earlier general terms and conditions or general terms of purchase of RIWALD.
4. Any individual agreements reached with the supplier from case to case (including side agreements, additions and changes) have priority over these GTP 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 supplier 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.

II. Conclusion of contract and terms of payment

1. Offers from the supplier are only deemed accepted with an express declaration by RIWALD to this effect.
2. Unless agreed otherwise, any prices shown in the order or in the purchase contract are binding and fixed lump sum prices – excluding the statutory value added tax – and apply for delivery "free place of delivery" (*frei Empfangsstelle*).
3. Incoming deliveries, in general, are paid by RIWALD using the credit note procedure, taking into account any rights of refusal (cf. Part B.IV. clause 5 below) and other costs. As far as RIWALD does not invoice the supplier's services using the credit note procedure in individual cases, RIWALD shall inform the supplier accordingly.
4. Invoicing by the supplier or issuing of credit notes by RIWALD shall be effected on the basis of the weight received and the estimation of quality by RIWALD or an mandated third party on acceptance of the goods.
5. In the case of invoicing by the supplier the invoices must correspond to the legal requirements.
6. All documents (especially weighing slip, acceptance report, etc.) needed to check contractual fulfilment of delivery must be attached to the invoice.
7. Deliveries effected before the agreed delivery dates or delivery periods do not change the payment dates connected to the originally agreed delivery dates or delivery periods.
8. Payments are effected, if they do not concern cash payment transactions, on the last day of the month following delivery.
9. The statutory value added tax is to be shown in the respective statutory rate separately in the invoice or credit note. Exceptions from the obligation to show the value added tax separately are only possible if the supplier can show express proof that it has no entrepreneurial status. The supplier indemnifies RIWALD from all claims by third parties asserted against RIWALD due to incorrect information on its status.
10. When accounting by credit notes the supplier is obliged to prove its entrepreneurial status with the right to input tax deduction to RIWALD by prior presentation of appropriate certification from the revenue office. Subsequent certifications must be presented annually.

III. Data privacy

The supplier undertakes to comply with the applicable data protection provisions in relation to its performance of services for RIWALD.

IV. Group offsetting

1. The supplier 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 supplier, now or in the future, may be set off with claims of the supplier 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 multiple receivables the supplier waives its right to object to RIWALD's stipulation of the receivables to be offset (Sec. 396 para. 1 clause 2 BGB).

B. Execution of delivery

I. Delivery periods, delivery dates

1. The agreed delivery dates and periods are binding.
2. The supplier is obligated to inform RIWALD immediately in writing when circumstances arise or become foreseeable that can result in failing to meet dates and deadlines.
3. The supplier is obligated to inform RIWALD immediately in writing of any delay in delivery by its suppliers or subcontractors. Such a case does not justify failure to meet a delivery date or period.

4. In the event of default of delivery RIWALD is entitled to the statutory rights. In particular RIWALD is entitled, after fruitless expiry of a reasonable period of grace, to demand compensation instead of performance (*Schadensersatz statt der Leistung*) and to rescind from the contract. The supplier is responsible for a fault of its proxies and its vicarious agents as for its own fault.
5. The supplier must accept suspension. Suspensions can be declared by RIWALD in writing, by phone or some other suitable way (e.g. by email). Any measures to be taken in this case shall be agreed between the supplier and RIWALD. Additional costs can only be claimed if they are notified to RIWALD in a specified manner no later than four weeks after notification of the suspension.
6. If RIWALD in cases of force majeure, strikes or lockout is completely prevented from fulfilment of its contractual obligations or fulfilment is complicated significantly, RIWALD may cancel the contract in whole or in part or demand execution at a later point in time without the supplier deriving any claims whatsoever against RIWALD from this.

II. Execution of delivery

1. If no other agreement has been reached, RIWALD shall determine the place of delivery (place of performance) (*Erfüllungsort*). If RIWALD does not explicitly name a place of delivery, the place of performance is the registered address of RIWALD. The supplier must have the receipt confirmed in writing by RIWALD.
2. If weighing is necessary, the weight determined on the calibrated scales at the place of delivery shall prevail.
3. The goods are to be delivered in the customary manner. Legal regulations, especially concerning industrial health and safety and environmental protection, must be complied with. The delivery must correspond to generally accepted technical practice. Several varieties may not be mixed together.
4. Retention of title in favour of the supplier or a third party is excluded. The supplier must hand over and assign the goods to RIWALD free of the rights of third parties and the own rights of the supplier.
5. The declaration of deliveries in waybills, delivery notes, bills of lading and other delivery papers must be complete and has to correspond to the respectively valid regulations. Costs and losses due to incorrect, incomplete and/or omitted declaration shall be borne by the supplier. The supplier indemnifies RIWALD from claims of third parties asserted against RIWALD due to incorrect, incomplete and/or omitted declaration.
6. If the supplier makes declarations on the origin of the goods, it is obligated to enable the responsible authorities to check the proof of origin as well as to provide the necessary information and to produce any necessary certifications in this respect. If the declared origin is not accepted by the responsible authorities due to incorrect certification or lack of the possibility to check the origin, the supplier must compensate RIWALD for the loss arising as a result and indemnify RIWALD from any claims of third parties.
7. The transportation and importation of the goods ordered by RIWALD must be effected in accordance with the respective valid legal regulations, in particular the German regulations on the carriage of dangerous goods by road and rail (*Gefahrgutverordnung Straße und Eisenbahn*) and customs regulations. If the supplier does not fulfil this obligation, RIWALD is entitled to take the necessary measures at the expense of the supplier, also where transportation on the premises of RIWALD or the place of delivery is concerned.
8. Persons who work on the premises of RIWALD to fulfil the obligations of the supplier must follow the instructions of RIWALD and the provisions in the work regulations of RIWALD as well as the accident prevention, industrial health and safety, environmental protection and other regulations applicable at RIWALD. Hazardous substances may only be used on the premises of RIWALD after having conferred in this regard with RIWALD and must be marked properly.

III. Dispatch, packaging and passage of risk

1. All shipping costs (especially packaging, transport, insurance, customs duties and other charges) shall be borne by the supplier.
2. The supplier shall bear the risk of shipment up to delivery of the goods to RIWALD or to a third party named by RIWALD at the place of delivery.

IV. Claims for defects

1. RIWALD or the authorized third party is obligated to inspect the delivered goods for defects within a reasonable period. RIWALD or the authorized third party is only obligated to conduct random inspections. In the event of the discovery of defects, the complaint shall in any case be deemed to be in time if it is received by the supplier within a period of 10 working days (excluding Saturdays), calculated from delivery at the place of receipt or, in the case of hidden defects, from discovery by RIWALD - or by RIWALD's customer. In this case the supplier waives the objection of delayed notification of defects.
2. RIWALD is entitled to the statutory claims for defects and warranty claims in full; in any event RIWALD is entitled to demand at its discretion elimination of the defects (improvement) or delivery of goods free of defects from the supplier. The right to compensation instead of performance remains unaffected by this. Any necessary return shipment of defective goods to the supplier shall be made solely at the supplier's expense.
3. RIWALD is entitled, at the expense of the supplier, to remedy the defects itself or to have same remedied by a third party if there is imminent danger (*Gefahr im Verzug*) or particular urgency exists.
4. Unless otherwise agreed, the limitation period for claims for defects is 36 months, commencing the date of delivery of the goods.
5. The costs incurred by RIWALD from quality-related claims or claims for other reasons shall be charged to the supplier as refusal costs; the supplier shall further bear in particular the stand and demurrage charges arising from the claim.
6. Should explosive devices, suspected explosive objects, closed hollow bodies or contamination by radioactivity be found in the delivered goods, all costs, in particular those for inspection, sorting, securing, storage, additional transport costs, handling, disposal, possible fines and other consequential costs, shall be borne by the supplier. The supplier is moreover liable for any resulting damage to property or injuries to people. If legally permitted, the supplier is obliged to take back the contaminated goods (*belastete Stoffe*). RIWALD may further charge the supplier a discovery premium in an adequate amount for finding the

materials. The supplier indemnifies RIWALD from the claims of third parties asserted to the contaminated goods delivered by the supplier.

V. Cologne Agreement, freeness of radioactivity and ionizing radiation

1. The supplier declares with delivery of the goods that the goods in all deliveries were checked for the existence of explosive devices, suspected explosive objects, closed hollow bodies and radioactive substances. Based on this check, it guarantees that the delivered material is free of explosive devices, suspected explosive objects, closed hollow bodies and radioactive substances as well as other substances harmful to the environment and health as well as that it is free of ionizing radiation exceeding the natural self-radiation. RIWALD is entitled to refuse acceptance of deliveries in which the above-mentioned contamination or radiation levels are discovered and to inform the responsible authorities and the supplier.
2. The supplier must submit written certification with the following contents to RIWALD for initial deliveries to RIWALD and at the beginning of each calendar year:

"For **shipments ex our own stores** we certify that we only will deliver steel scrap that has been checked by us beforehand with our own measuring instruments to ensure it is free of ionizing radiation. We can therefore declare to the best of our knowledge and belief in advance for every delivery effected in the course of the year that the steel scrap, due to the aforementioned check, is free of ionizing radiation exceeding the ambient background radiation measured.

For **dispatch by subcontractors** (drop shipment) we declare that we have informed our subcontractors of the obligation to check the steel scrap that is to be delivered by them carefully to ensure it is free of ionising radiation exceeding the level of the ambient background radiation measured. Our suppliers have assured us that they will check the steel scrap that is to be delivered carefully with their own measuring instruments and that they, due to this check, can declare to the best of their knowledge and belief that the steel scrap that is to be delivered is free of ionising radiation exceeding the ambient background radiation measured.

For **steel scrap deliveries from direct imports** by ship, wagon or truck we declare that the contract from which the imports originate will contain the express assurance that the steel scrap that is to be delivered, due to a check with own measuring instruments, will be free of ionizing radiation exceeding the ambient background radiation measured."

3. The supplier must submit written certification with the following contents to RIWALD for initial deliveries to RIWALD and at the beginning of each calendar year:

"For **shipments ex our own stores** we certify that we will only deliver steel scrap that has been checked by us beforehand to ensure it is free of explosive devices, suspected explosive objects and closed hollow bodies. We can therefore declare to the best of our knowledge and belief in advance for every delivery effected in the course of the year that the steel scrap is, due to the aforementioned check, free of explosive devices, suspected explosive objects and closed hollow bodies.

For **shipments by subcontractors** (drop shipment) we declare that we have informed our subcontractors of the obligation to check the steel scrap that is to be delivered by them carefully to ensure it is free of explosive devices, suspected explosive objects and closed hollow bodies. Our suppliers have assured us that they will check the steel scrap that is to be delivered carefully and that they, due to this check, can declare to the best of their knowledge and belief that the steel scrap that is to be delivered is free of explosive devices, suspected explosive objects and closed hollow bodies.

For **steel scrap deliveries from direct imports** by ship, wagon or truck, we declare that the contract from which the import quantities originate will expressly contain the assurance that the steel scrap to be delivered is free of explosive devices, objects suspected of explosion and closed hollow bodies on the basis of an inspection."

4. RIWALD shall be entitled to charge the insurance premium agreed in the "Cologne Agreement (new)" (*Kölner Abkommen (neu)*) for each ton of scrap delivered, which premium shall include the insurance tax, to the supplier's account.
5. Scrap from delabored ammunition may only be delivered after prior agreement with RIWALD, even if the corresponding clearance certificate (*Unbedenklichkeitsbescheinigung*) is available.
6. The accident prevention regulation "Explosive Devices and Hollow Bodies in Scrap" (*Sprengkörper und Hohlkörper im Schrott*) of the Employer's Liability Insurance Association for Trade and Merchandise Logistics (*Berufsgenossenschaft Handel und Warenlogistik*) and the Ordinance on the Prevention of Damage by Explosive (*Kampfmittelverordnung*) of the respective federal states in the respective valid version shall form an integral part of these GTP Raw Materials. In the event of contradictions and/or deviations from these GTP Raw Materials, these GTP Raw Materials shall take precedence; this shall not apply to mandatory components of the respective Ordinance on the Prevention of Damage by Explosive (*Kampfmittelverordnung*).

VI. Product Liability, Indemnification

1. Insofar as the supplier is responsible for product damage, he must indemnify RIWALD against claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organization and the supplies itself is liable in relation to third parties.
2. Within the scope of the indemnification obligation within the meaning of para. 1, the supplier must reimburse any expenses pursuant to Sec. 683, 670 BGB or pursuant to Sec. 830, 840, 426 BGB, which result from or in connection with measures carried out by RIWALD. RIWALD shall inform the supplier – as far as possible and reasonable – of the content and scope of the measures to be carried out and give the supplier the possibility to submit comments. Other statutory claims shall remain unaffected.

C. Miscellaneous

I. Secrecy

1. The supplier is obligated to treat all not obviously commercial and technical information and knowledge that becomes known to it from the business

relationship between RIWALD and the supplier as business secret; keep such information and knowledge strictly confidential, not to pass such information and knowledge on to third parties (those professionally bound to secrecy, such as lawyers and auditors, are not deemed to be third parties) and not to 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 with regard to which the supplier proves that (i) it was already known to it prior to the commencement of the business relationship, (ii) it has been disclosed to it by third parties as non-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 its part or (iv) it must be disclosed on the basis of an official or court order. In the latter case, the supplier shall inform RIWALD immediately before disclosure.
3. The supplier may only advertise with the joint business relationship after receiving the prior written consent of RIWALD.

II. Assignment, offsetting, rights of retention

1. The supplier is only entitled to assign its claims against RIWALD after receiving the prior written consent of RIWALD. Sec. 354a German Commercial Code (*Handelsgesetzbuch*, "HGB") remains unaffected.
2. RIWALD shall be entitled to rights of set-off and retention to the extent provided by law.

III. Legal succession, subcontractors

1. RIWALD is entitled to transfer the respective agreement without special approval by the supplier to one of its affiliated companies, insofar as this is a certified specialized 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 this GTP Raw Materials likewise refer to these third parties correspondingly.

IV. 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.

V. Supplementary applicability of other provisions

For the purchase of non-ferrous metals (*NE-Metalle*), the provisions of the German metal trade, published by the Verein Deutscher Metallhändler e.V., in the latest version, shall apply additionally. In the event of contradictions and/or deviations from these GTP Raw Materials, these GTP Raw Materials shall prevail.

VI. 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 supplier before the courts with general and special jurisdiction for the supplier.

VII. Severability clause

Should one or more provisions of these GTP Raw Materials be or become ineffective or unenforceable, this shall not affect the validity of the remainder of these GTP Raw Materials. The parties undertake to replace ineffective or unenforceable provisions of these GTP 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 correspondingly should there be omissions in these GTP Raw Materials.
