

General Terms and Conditions of Sale for the Sale of Raw Materials, Scrap, Recyclable Materials, Declassified Steel Products, Waste and Similar Materials (AVB Rohstoffe) of Riwald Recycling Rhein- Main GmbH (Frankfurt am Main; business address: Carl-Benz-Straße 1, 60314 Frankfurt am Main; AG Frankfurt am Main, HRB 50373)

A. General provisions

I. Scope of application

1. The following General Terms and Conditions of Sale for the Sale of Raw Materials, Scrap, Recyclable Materials, Declassified Steel Products, Waste and Similar Materials ("**GTC Raw Materials**") of Riwald Recycling Rhein-Main GmbH ("**RIWALD**") shall apply exclusively; RIWALD does not recognize any terms and conditions of the customer that conflict with or deviate from these GTC Raw Materials - unless RIWALD expressly agrees in writing to the validity of deviating terms and conditions. These GTC Raw Materials shall also apply if RIWALD performs the delivery or service to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these GTC Raw Materials.
2. These GTC Raw Materials only apply to companies within the meaning of the § 14 BGB and legal entities under public law and special funds under public law.
3. These GTC Raw Materials shall apply to the entire future business relationship with the customer and shall replace any previous GTC Raw Materials or GTC of RIWALD.
4. Individual agreements made with the customer in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTC Raw Materials. A written contract or written confirmation from RIWALD shall be authoritative for the content of such agreements. It is assumed 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 written confirmation from RIWALD and that there are no ancillary agreements outside the contract and confirmation.
5. Legally relevant declarations and notifications to be made by the customer to RIWALD after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing to be effective.

II. Conclusion of contract

1. Offers from RIWALD are subject to change and non-binding, and are to be understood as an invitation to the customer to submit an offer to conclude a contract with RIWALD, unless the offer is expressly marked as binding or contains a specific acceptance period.
2. The order of the goods by the customer is deemed to be a binding contractual offer. Unless otherwise stated in the order, RIWALD is entitled to accept this contractual offer within 5 working days of its receipt.
3. Acceptance can be declared either by order confirmation (verbal or written) or by delivery of the goods to the customer.

III. Terms of payment

1. RIWALD's "ex warehouse" prices shall apply plus statutory VAT and the customer shall pay in addition to the price all taxes on transfers and transactions (including VAT at the applicable statutory rate) and any costs incurred for transportation, insurance, shipping, storage, handling and demurrage of the goods. Any increase in such taxes or costs with effect from a date after the conclusion of the contract shall be borne by the customer.
2. The deduction of a discount is only permitted on the basis of an express written agreement.
3. Amounts invoiced by RIWALD or credit notes received are due for payment immediately without deduction. Insofar as an invoice using the credit note procedure has been agreed, the customer is obliged to provide this immediately after receipt of the delivery.
4. If invoices for goods and services are paid using the SEPA Core Direct Debit Scheme / Business-to-Business Direct Debit Scheme, the customer shall receive advance information on the direct debit collection no later than one day before the due date. This advance information will be sent with the invoice to be collected.
5. If the customer defaults on more than one liability, all claims shall be due immediately.
6. In the event of late payment due to a recognizable deterioration in the customer's financial situation, RIWALD is entitled to withdraw from the contract without the need to set a corresponding deadline.

IV. Collateral

RIWALD is entitled to the usual type and scope of security for claims, even if they are conditional or limited in time.

V. Group accounting

1. The customer agrees that claims that RIWALD and its affiliated companies within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) against the customer may be offset against liabilities of any company affiliated with RIWALD towards the customer.
2. The above provisions shall also apply if cash payment has been agreed on the one hand and the surrender of bills of exchange on the other and if the mutual claims are due on different dates, with settlement being made on the value date in each case.
3. The customer waives the right to object to the determination of the claims to be offset by RIWALD in the event of a majority of claims (§ 396 para. 1 sentence 2 BGB).

VI. Retention of title

1. The retention of title agreed below serves to secure all existing 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. The goods delivered by RIWALD to the customer shall remain the property of RIWALD until all secured claims have been paid in full. Withdrawal from the contract is not required to assert the retention of title.
3. The customer shall treat the reserved goods with care and insure them at his own expense against fire, water and theft in the amount of the respective invoice amount.
4. The customer shall be entitled to process and sell the goods subject to retention of title in the ordinary course of business until the event of realization (paragraph 9) occurs.
5. If the reserved goods are processed by the customer, it is agreed that the processing is carried out in the name and for the account of RIWALD as manufacturer and RIWALD directly acquires ownership or - if the processing is carried out using materials from several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item. In the event that no such acquisition of ownership should occur at RIWALD, the customer hereby transfers his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to RIWALD as security. If the goods subject to retention of title are combined or inseparably mixed with other items to form a single item and if one of the other items is to be regarded as the main item, the customer shall transfer to RIWALD, insofar as the main item belongs to him, proportional co-ownership of the single item in the ratio specified in sentence 1. Paragraph 4 shall apply accordingly. Any co-ownership rights of RIWALD shall be deemed to be reserved goods within the meaning of these GTC Raw Materials.
6. In the event of the resale of the reserved goods, the customer hereby assigns the resulting claim against the purchaser - in the case of co-ownership of RIWALD in the reserved goods in accordance with the co-ownership share - to RIWALD, which accepts the assignment, by way of security. The same applies to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods, e.g. insurance claims or claims in tort in the event of loss or destruction. RIWALD revocably authorizes the customer to collect the claims assigned to RIWALD in its own name. RIWALD may only revoke this direct debit authorization in the event of liquidation.
7. The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. If third parties have access to the goods subject to retention of title, in particular through seizure, the customer shall inform them immediately of RIWALD's ownership and inform RIWALD of this in writing in order to enable RIWALD to enforce its ownership rights. If the third party is not in a position to reimburse RIWALD for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable for these.
8. RIWALD shall release the goods subject to retention of title and any items or claims taking their place on request at its discretion, insofar as their value exceeds the amount of the secured claim by more than 10%.
9. If RIWALD withdraws from the contract in the event of breach of contract by the customer - in particular default of payment - RIWALD shall be entitled to demand the return of the reserved goods.

B. Execution of the delivery

I. Delivery periods, delivery dates

1. Delivery and performance dates or deadlines are only binding after written confirmation by RIWALD. All delivery periods and dates are subject to unforeseeable production disruptions and timely self-supply with the necessary primary materials from congruent hedging transactions and, insofar as small completion quantities from purchases have been agreed or are customary in the industry, subject to the ability to deliver and timely self-supply.
2. If the customer does not fulfill his contractual obligations, such as opening a letter of credit, providing domestic or foreign certificates, making an advance payment or similar, RIWALD is entitled to extend delivery periods and dates according to the needs of the customer. of the production process reasonably postponed.
3. The time of dispatch ex works/warehouse shall be decisive for compliance with the delivery periods and dates.
4. Delays in delivery and performance due to force majeure and due to events that make delivery significantly more difficult or impossible for RIWALD - this includes in particular labor disputes, official orders, epidemics, pandemics, fire, riots, war, sabotage, explosion, mobilization, failure of energy supply and raw materials, transport delays, machine breakage, RIWALD is not responsible for any unforeseeable, extraordinary circumstances which are caused outside the sphere of influence of the contractual party concerned and which cannot be avoided even with the utmost care, even if they occur at a supplier or subcontractor of RIWALD - even in the case of bindingly agreed deadlines and dates. These circumstances entitle RIWALD, at its own discretion, to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part due to the part not yet fulfilled. RIWALD can only invoke the aforementioned circumstances if it has informed the customer of these circumstances without delay.
5. If the hindrance within the meaning of paragraph 4 lasts longer than 3 months, the customer is entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. If the delivery or performance period is extended or if RIWALD is released from its delivery or performance obligation, the customer cannot derive any claims for damages from this.
6. In the event of non-compliance with delivery deadlines, the customer shall only be entitled to the rights under §§ 281, 323 BGB if he has set RIWALD a reasonable deadline for delivery, which - in this respect deviating from §§ 281, 323 BGB - is linked to the declaration that he will refuse to accept the service after the deadline has expired; after the deadline has expired without success, the claim to fulfillment is excluded.
7. The occurrence of a delay in delivery shall in any case require a written reminder from the customer.
8. RIWALD is entitled to make partial deliveries and render partial services to a reasonable extent at any time.

II. Dimension, weight, quality

Deviations in dimensions, weight and quality are permitted in accordance with DIN or current practice. The weights are determined on the calibrated scales of RIWALD or third parties commissioned by RIWALD and are decisive for invoicing. Unless individual weighing is normally carried out, the total weight of the consignment shall apply. Differences compared to the calculated individual weights shall be distributed proportionately.

III. Shipping, packaging and transfer of risk

1. Unless otherwise expressly agreed between RIWALD and the customer in writing or in text form, delivery shall be ex works or ex warehouse (EXW - Incoterms 2020) at RIWALD's discretion. This is also the place of performance. 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 of the notification of availability by the customer ("readiness for dispatch"). RIWALD is, however, entitled to load the goods onto the respective means of transportation.
2. At the request and expense of the customer, the goods shall be shipped to another destination (sale to destination). Unless otherwise agreed, RIWALD is entitled to determine the type of shipment (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 shall take back used and empty packaging if and insofar as packaging of the same type, shape and size is placed on the market by RIWALD in Germany. If the customer is an end consumer who no longer commercially markets the goods sold by RIWALD in the form delivered to him, but uses them himself, for example, the take-back is limited to packaging for goods from RIWALD's product range. Irrespective of whether the customer is an end consumer who is not a private household or a downstream distributor in the supply chain, the contracting parties agree that packaging can only be returned to RIWALD's branches in Frankfurt am Main and Hanau. If the customer wishes to return packaging to one of these return locations, he must give notice in good time, at least five (5) working 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 transportation and return. If and to the extent that packaging cannot be reused, the customer shall bear the costs arising from recycling.
4. At the customer's request, RIWALD shall take out transport insurance or other suitable insurance at the customer's expense in order to secure the contractual performance as far as possible.

IV. Claims for defects

1. The goods are in conformity with the contract if they do not deviate or deviate only insignificantly from the agreed specification at the time of transfer of risk; conformity with the contract and freedom from defects of the goods shall be measured exclusively in accordance with the express agreements on quality and quantity of the goods ordered. Liability for a specific purpose or a specific suitability is only assumed insofar as this has been expressly agreed; otherwise the risk of suitability and use is the sole responsibility of the customer. RIWALD shall not be liable for deterioration or destruction or improper handling of the goods after the transfer of risk.
2. The contents of the agreed specification and any expressly agreed intended use do not constitute a guarantee; the assumption of a guarantee requires a written agreement.
3. If the delivery or service is defective, RIWALD is entitled to rectify the defect or make a replacement delivery at its own discretion. RIWALD may refuse subsequent performance if it is only possible at disproportionate cost. If the rectification of defects or replacement delivery is delayed for reasons for which RIWALD is responsible, or if the rectification of defects or replacement delivery ultimately fails for other reasons, the customer shall be entitled to the other statutory warranty rights. The customer shall only be entitled to compensation for damages or expenses in accordance with Section C.
4. The customer's claims for defects presuppose that he has fulfilled his statutory inspection and complaint obligations. If the customer is a merchant within the meaning of the German Commercial Code, the following shall also apply: The goods delivered by RIWALD must be carefully inspected by the customer immediately after delivery to the customer or to the third party designated by the customer (§ 377 HGB). The goods delivered by RIWALD shall be deemed approved if RIWALD does not receive a written notice of defects or a notice of defects in text form with regard to obvious defects or other defects that were recognizable 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 recognizable to the customer during normal use of the goods without closer inspection. The customer is also obliged to notify RIWALD of any recognizable quality defects. If the customer fails to carry out a proper inspection and/or report defects, RIWALD shall not be liable for the defect that is recognized or recognizable during a proper inspection but not reported. After an agreed acceptance procedure has been carried out, the notification of defects that could have been detected during this acceptance procedure is excluded.
5. In the event of complaints, the customer must immediately give RIWALD the opportunity to inspect the goods complained about; on request, the goods complained about or a sample thereof must be made available at RIWALD's expense. In the event of unjustified complaints, RIWALD may charge the customer for the freight and handling costs as well as the inspection costs.
6. In the case of goods that have been delivered as declassified material - e.g. so-called II-a material - the customer shall be entitled to the following rights with regard to the goods

The customer shall not be entitled to any claims for defects based on the defects indicated and those which he must normally expect.

7. Claims of the customer due to a material defect or a breach of duty, including claims for damages and claims for reimbursement of futile expenses, shall become time-barred one year after the start of the statutory limitation period. The provision in sentence 1 does not apply to the limitation period for claims due to injury to life, limb or health, nor to claims arising from mandatory statutory product liability law, nor to claims due to RIWALD's lack of entitlement to the delivered goods which give rise to a third party's claim in rem, according to which the delivered goods must be handed over to the third party. Furthermore, it does not apply to the limitation period for the customer's claims due to fraudulent concealment of defects in the delivered goods or willful 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 fulfilled claims of his buyer due to defects in newly manufactured items 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 §§ 437, 445a para. 1 of the German Civil Code (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 defense of the statute of limitations against his contractual partner. The limitation period for the customer's claims due to defective goods delivered by RIWALD shall in any case apply insofar as the claims of the customer's contractual partner against the customer due to defects in the goods delivered by RIWALD to the customer are time-barred, but no later than three years after the time at which RIWALD delivered the respective item to the customer. Rectification or replacement delivery shall not cause the limitation period to begin anew.
9. The customer's rights of recourse against RIWALD in accordance with § 478 BGB are limited to the statutory scope of third-party claims for defects asserted against the customer and presuppose that the customer has fulfilled his obligation to give notice of defects in relation to RIWALD in accordance with § 377 HGB.

C. General limitations of liability

1. Unless otherwise stipulated in these terms and conditions, RIWALD shall be liable without limitation:
 - a) RIWALD, one of its legal representatives or vicarious agents shall be liable for any intentional or grossly negligent damage caused by RIWALD, one of its legal representatives or vicarious agents. vicarious agents;
 - b) in the event of intentional or negligent injury to life, limb or health body or health; and
 - c) for claims under the Product Liability Act or insofar as RIWALD has fraudulently concealed the defect of an item or has assumed an express guarantee for the quality of an item.
2. Otherwise, RIWALD shall only be liable in the event of simple negligence in the event of a breach of material contractual obligations and limited to typically foreseeable damage. Essential contractual obligations within the meaning of this section C are contractual obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the other contracting party regularly relies and may rely. The contracting parties agree that the typically foreseeable damage shall not exceed € 5,000,000.00 for personal injury and property damage and € 250,000.00 for other financial losses.
3. The exclusions and limitations of liability contained in these GTC Raw Materials shall apply to the same extent in favor of RIWALD's executive bodies, legal representatives, employees and other vicarious agents.
4. Any further liability on the part of RIWALD for damages other than that regulated in the above paragraphs is excluded, irrespective of the legal nature of the claim asserted.

D. SUSPENSION, TERMINATION

1. RIWALD is entitled to suspend the fulfillment of its obligations under the contract if and as long as the customer does not fully, properly or timely fulfill its obligations to RIWALD under the contract. Without prejudice to its other rights, RIWALD is entitled to suspend the

contract in writing with immediate effect without being obliged to compensate any damage incurred by the customer as a result if the customer is in default of payment or fails to fulfill an obligation under the contract.

2. Unless the customer is entitled to do so on the basis of mandatory law, the customer has no right to terminate the contract without the prior written consent of RIWALD. If RIWALD agrees to the customer's termination, the customer is obliged to pay RIWALD compensation of at least 25% of the total amount owed by the customer to RIWALD under the contract. RIWALD reserves the right to demand further compensation from the customer for damages incurred 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) any other circumstance comparable to the aforementioned circumstances arises for the respective other party under the law applicable to it.
4. The termination or expiry of the contract shall not affect the right of the parties to assert claims due to a breach of contract that occurred prior to the termination or expiry of the contract.

E. Other

I. Proof of export

If a customer who is resident outside the Federal Republic of Germany (external customer) or his authorized representative collects goods and transports or dispatches them to the external territory, the customer must provide RIWALD with the proof of export required for tax purposes. If this proof is not provided, the customer must pay the VAT rate applicable to deliveries within the Federal Republic of Germany on the invoice amount.

II. Secrecy

1. The customer is obliged to treat all non-public commercial and technical information or knowledge that becomes known through the business relationship between RIWALD and the customer as a business secret, to treat it as strictly confidential, not to pass it on to third parties (professional persons obliged to maintain confidentiality such as lawyers and auditors are not deemed to be third parties) and not to exploit it. They may only be disclosed to third parties with the express consent of RIWALD.
2. Excluded from this is information with regard to which the customer proves that (i) it was already known to him before the start of the business relationship, (ii) it is disclosed to him by third parties as non-confidential, provided that these third parties do not themselves breach confidentiality obligations, (iii) it is or becomes publicly known through no fault or action on his part or (iv) it must be disclosed due to an official or court order. In the latter case, the customer must inform RIWALD immediately before disclosure.
3. The customer may only advertise the joint business relationship with the prior written consent of RIWALD.

III. Offsetting, rights of retention

The customer may only offset against undisputed or legally established claims; he is only entitled to rights of retention insofar as they are based on the same contractual relationship.

IV. Legal succession, subcontractors

1. RIWALD is entitled to transfer the respective agreement to an affiliated company without the customer's separate consent, provided that this is a certified waste management company.
2. RIWALD is also entitled to assign claims arising from the business relationship to third parties.
3. RIWALD is entitled to have the services to be provided by it carried out in whole or in part by a suitable subcontractor. References in these GTC Raw Materials to RIWALD refer to this third party accordingly.

courts of the customer's general and special place of jurisdiction.

V. Applicable law/contract language

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. The contractual and business language is German.

VI. Supplementary validity of further provisions

For the sale of non-ferrous metals, the Terms and Conditions of the German Metal Trade, published by the Verein Deutscher Metallhändler e.V. (Association of German Metal Traders), as amended, shall apply in addition. In the event of contradictions and/or deviations from these GTC Raw Materials, these GTC Raw Materials shall take precedence.

VII. Place of jurisdiction

The exclusive place of jurisdiction is the registered office of RIWALD. RIWALD is, however, entitled to bring claims against the customer before the

VIII. Severability clause

Should one or more provisions of these GTC Raw Materials be or become void or invalid or unenforceable, this shall not affect the validity of the remaining provisions of these GTC Raw Materials. The parties undertake to replace invalid or unenforceable provisions of these GTC Raw Materials immediately with valid provisions that come as close as possible to the economic purpose of the invalid provision. The provisions in sentences 1 and 2 shall apply accordingly if there is a loophole in these terms and conditions.