

General Terms and Conditions of Purchase of Scholz Recycling GmbH

§ 1 Validity of the Terms and Conditions of Purchase

(1) The following Terms and Conditions of Purchase shall apply exclusively to all business relations between us and our suppliers.

(2) Conflicting, deviating or supplementary terms and conditions of the supplier are hereby rejected and shall not become part of the contract unless we expressly agree to their validity in writing. The unconditional acceptance of goods or the acceptance of services or payments shall not constitute any acknowledgement on our part of deviating provisions. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's service without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

(3) The written form within the meaning of these Terms and Conditions of Purchase shall also be fax or simple e-mail, in each case also without signature (text form).

(4) Unless otherwise agreed, these Terms and Conditions of Purchase in the version valid at the time of receipt of our declaration of acceptance or in any case in the version last communicated to the supplier in text form shall also apply as a framework agreement (Section 305 (3) BGB) for future contracts for the purchase of movable goods with the same supplier, without us having to refer to our Terms and Conditions of Purchase again.

§ 2 Offers and conclusion of contract

(1) Offers from the supplier are generally free of charge for us. Unless otherwise stipulated in the offer, we may accept the offer within 14 calendar days of receipt.

(2) Only our written offers and the supplier's offers confirmed by us in writing shall be binding.

(3) If a contract is only concluded by an order confirmation from the supplier, the supplier can only accept our offers within the binding period stated therein. If our offer does not specify a binding period, the supplier may only accept the order by written confirmation within 5 calendar days from the order date specified in our offer.

(4) Amendments and supplements to a contract or these Terms and Conditions of Purchase shall only become effective upon receipt of our written confirmation. Declarations and notifications by the supplier after conclusion of the contract are only effective if they are made in writing.

(5) Individual - including verbal - contractual agreements shall always take precedence over these Terms and Conditions of Purchase (Section 305b BGB). Subject to proof to the contrary, any written agreement or, if no such agreement exists, our written confirmation shall be decisive for the proof of its content.

§ 3 Obligations to inspect and give notice of defects, claims for defects

(1) If the purchase is a commercial transaction for us and the supplier, it is our responsibility to inspect the goods upon delivery for deviations in identity and quantity as well as for obviously recognisable transport damage and obvious defects and to notify the supplier of these within 4 working days of receipt of the goods. In the case of hidden defects, the complaint shall be deemed to have been made in good time if it is made within 5 working days of discovery of the defect.

(2) We shall be entitled to the statutory claims for defects in full. In particular, we shall be entitled to demand from the supplier, at our discretion, either rectification of defects or replacement delivery. In this case, the supplier shall bear the expenses necessary for the purpose of remedying the defect or delivering a replacement. We reserve the right to claim damages in addition to and/or instead of service. The limitation period for contractual claims due to material defects is 36 months from the transfer of risk, unless a longer limitation period applies by law.

(3) If the supplier refuses subsequent fulfilment, if subsequent fulfilment has failed, if it is unreasonable for us or if the supplier does not comply with our request for subsequent fulfilment within a reasonable period for subsequent fulfilment in the individual case, we shall be entitled to further claims for defects in accordance with § 437 No. 2 and 3 BGB. Under the same conditions, we shall be entitled to remedy the defect ourselves or have it remedied by third parties at the supplier's expense and risk.

(4) All scrap must be free of all components that are harmful to the smelting process. All grades must be free from contamination or foreign bodies and must not contain any rust or corrosion in excess of the normal levels for scrap recycling. No mixing of several grades is permitted.

All scrap must be free of lithium-containing batteries/accumulators (e.g. lithium-ion accumulators) or comparable energy storage devices. The supplier shall be liable for damage caused by the delivery of such material, unless the supplier is not responsible for the breach of duty.

(5) All scrap must be free of ionising radiation, explosive devices, potentially explosive objects and closed hollow bodies.

The supplier shall take the necessary measures and carry out the necessary checks to ensure that the scrap delivered is free from ionising radiation, explosive devices, potentially explosive objects and closed hollow bodies. The supplier shall be liable for damage caused by the delivery of such material, unless the supplier is not responsible for such damage.

In the case of loading by a subcontractor, the supplier must ensure that the subcontractor takes measures to ensure that the delivered scrap is free from explosive devices, suspected explosive objects, closed hollow bodies and ionising radiation above the measured ambient background radiation.

If the delivery is made from direct imports, the supplier shall ensure that the contract on which the import is based contains an explicit declaration that the scrap is free from explosive devices, suspected explosive objects, closed hollow bodies and ionising radiation above the measured ambient background radiation.

In the case of delivery of scrap with ionising radiation exceeding the measured ambient background radiation, explosive devices, objects suspected of being explosive and hollow bodies, the supplier is obliged to bear the resulting costs unless the supplier is not responsible for these. We reserve the right to assert our own claims for damages. If a breach of duty by the supplier gives rise to a claim by a third party against us, the supplier shall indemnify us against this claim and also compensate us for all other damage caused by the breach of duty, unless the supplier is not responsible for the breach of duty.

(6) The supplier is obliged to treat the containers provided by us with care and to report any damage to the containers to us immediately. The supplier shall be responsible for damage or loss (e.g. theft) of containers while in his possession, unless the supplier is not responsible for this. In all other respects, the handling of the containers is governed by the General Terms and Conditions for the Provision of Waste Containers and Disposal of Waste 2019.

(7) With regard to waste management activities, the supplier is obliged to comply with the applicable national and international legal provisions. All other national and international legal provisions must also be complied with. In particular, the supplier is obliged to observe the law on the placing on the market, return and high-quality utilisation of packaging (Packaging Act) in its current version, insofar as it falls within the scope of application of this law. In particular, the supplier must ensure proper return to the delivery address specified in our declaration of acceptance and proper recycling of the packaging supplied at its own expense, if we so wish.

§ 4 Shipping

(1) Unless otherwise agreed, the means of transport and type of despatch shall be specified by us.

(2) In all shipping documents (e.g. consignment note, wagon accompanying note, delivery note and bill of lading), the exact type designation, address of the supplier and, if applicable, that of the sub-suppliers, contract number, the delivery weight and the exact delivery address must be stated. If no scrap type is specified on the shipping documents, our categorisation of the scrap type is binding.

(3) For shipments with DB Cargo AG (DB) and us as the freight payer or sender, the following procedure applies:

- a. Wagon deliveries must be coordinated with our logistics department by 12 noon on the Wednesday of the previous week (supply control).
- b. The supplier receives the dispatch dates for the requested wagons for the following week by Friday of the previous week at the latest.
- c. In the course of the network railway, the supplier must send a pre-order notification directly to our logistics department on the day before the day of dispatch, stating all relevant data (dispatch and delivery address, dispatch date/time, type of wagon). The order must be placed with our logistics department by 10 a.m. at the latest.
- d. The supplier orders the required number of wagons from DB Customer Service in Duisburg.
- e. Incoming wagons must be checked for damage. In the event of damage, DB must be informed in accordance with the known reporting process or the wagons may have to be returned. Costs subsequently charged by DB for damage to wagons will be invoiced to the supplier according to the cause.
- f. The wagons must be loaded promptly after delivery and within the agreed loading period in accordance with DB's shipping instructions.
- g. The transport order (pre-booking order) must be completed and sent to DB immediately after loading, but no later than 1 hour before the provision time for dispatch (BVZ) specified by DB. This can be entered directly by the supplier via the "Recy-Online" web portal provided by us or transmitted to our logistics department in the agreed form (e-mail/fax) via feedback of the relevant data (wagon number, weight, pre-order number, type, etc.). When completed by our logistics department, the notification must be made in good time, taking into account the above-mentioned BVZ.
- h. If the loading period is exceeded, the demurrage incurred will be passed on to the supplier, unless the supplier is not responsible for the delay.

§ 5 Determination of weight and quantity

The receipt weight and findings are decisive for invoicing.

§ 6 Exclusion of assignment

Without our express written consent, rights and obligations arising from a contract concluded with us, in particular the supplier's counterclaim arising from this contract, may not be assigned to third parties either in whole or in part. § Section 354a (1) HGB remains unaffected by this.

§ 7 Delivery

(1) The agreed delivery dates and delivery periods are binding. The receipt of the goods at the delivery address stated in our declaration of acceptance shall be decisive for compliance with the delivery date or delivery period. The occurrence of a delay in delivery shall remain unaffected.

(2) The supplier is obliged to inform us immediately in writing if circumstances occur or become recognisable to him which indicate that the agreed delivery date or the agreed delivery time cannot be met.

(3) If the supplier fails to perform, fails to meet the delivery date or the delivery period or is in default, our rights - in particular to cancellation and damages - shall be determined in accordance with the statutory provisions. In the event of default, we shall also be entitled to a contractual penalty in accordance with the following paragraph 4.

(4) If the supplier is an entrepreneur within the meaning of Section 14 BGB, a legal entity under public law or a special fund under public law and is in default, we shall be entitled

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to demand a contractual penalty of 0.2% of the price (net invoice value) of the delayed delivery per full working day (i.e. Monday to Friday with the exception of public holidays at our registered office), but no more than 5% of the price (net invoice value) of the delayed delivery. The reservation of the contractual penalty may be asserted by us until final payment of the delivery in question. Any further rights we may have shall remain unaffected. Our acceptance of a delayed delivery does not constitute a waiver of claims for damages. The contractual penalty shall be taken into account in the calculation of any claim for damages.

(5) Force majeure such as storms, fires, strikes, etc. shall release the supplier from its service obligations for the duration of the disruption and to the extent of its effect. The supplier is obliged to provide us with the necessary information without delay within the scope of what is reasonable and to adapt its obligations to the changed circumstances in good faith. We shall be released from our service obligations, in particular from the obligation to accept the ordered delivery, in whole or in part and shall be entitled to withdraw from the contract to this extent if the delivery can no longer be utilised by us due to the delay caused by the force majeure - taking into account economic aspects.

(6) In the event of delivery earlier than agreed, we reserve the right to return the goods at the supplier's expense. If the goods are not returned in the event of early delivery, they shall be stored by us at the supplier's expense and risk until the delivery date or the delivery period. In the event of early delivery, we reserve the right not to make payment until the agreed due date.

(7) We shall only accept partial deliveries by express agreement. In the case of agreed partial shipments, the remaining quantity shall be listed.

§ 8 Transfer of risk

The delivery and dispatch shall be carried out free of all charges at the expense and risk of the supplier to the delivery address stated in our declaration of acceptance. The risk shall pass to us upon handover of the proper and complete delivery.

§ 9 Fulfilment and payment

(1) Unless otherwise agreed in writing, the price includes delivery "free domicile" including packaging.

(2) Apart from terms of payment and due dates specially agreed in writing, the due date of the Supplier's claims against us shall be subject to an auditable invoice that meets our requirements and complete and defect-free fulfilment by the Supplier. All invoices must contain at least the legally required information. In the case of invoicing by credit note procedure, the due date of the supplier's claims against us shall be subject to complete and faultless fulfilment by the supplier, unless otherwise agreed in writing.

(3) Unless otherwise agreed in writing, we shall pay the net purchase price within 30 calendar days of delivery of the goods and receipt of the invoice by us. In the case of invoicing by credit note procedure, the net purchase price shall be credited within 30 calendar days of delivery of the goods, unless otherwise agreed in writing.

(4) The place of fulfilment for payment is Essingen. In the case of delivery of unalloyed iron and steel scrap, payment shall be made net within 30 calendar days of delivery of the goods and receipt of the invoice by us. In the case of delivery of unalloyed iron and steel scrap, the net purchase price shall be credited within 30 calendar days of delivery of the goods, unless otherwise agreed in writing. Earlier payment terms require a separate written agreement.

§ 10 Offsetting, rights of retention

We shall be entitled to rights of set-off and retention to the extent permitted by law.

§ 11 Transfer of ownership

The delivered goods shall become our unrestricted property upon payment. Further reservations of title, in particular the so-called extended reservation of title in all its forms, are excluded.

§ 12 Defect of title

The supplier warrants that the goods are delivered free of third-party rights and that no third-party rights are infringed by the delivery. In this respect, the supplier shall indemnify us against any third-party claims upon first request, unless the supplier is not responsible for the breach of duty.

§ 13 Consumer Dispute Resolution Act

We do not participate in dispute resolution proceedings before a consumer arbitration board.

§ 14 Place of jurisdiction and applicable law

(1) The non-harmonised law of the Federal Republic of Germany shall apply. The provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Convention/CISG) and the provisions of private international law (IPR) shall not apply.

(2) The place of fulfilment is the delivery address stated in our declaration of acceptance. This also applies to the place of subsequent fulfilment.

(3) If the Supplier is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from these Terms and Conditions of Purchase or the contractual relationship between us and the Supplier or in connection therewith shall be Essingen. (According to the subject matter jurisdiction: Local Court Aalen, District Court Ellwangen).

§ 15 Final provisions

Should a provision in these Terms and Conditions of Purchase or within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. Invalid provisions shall be replaced by provisions that come closest to the intended economic purpose.

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