

General Terms and Conditions

for RECAT GmbH, 75056 Sulzfeld

§ 1 Offers and billing models

1. Offers made by RECAT GmbH (hereinafter referred to as RECAT) are subject to change. A contract shall only be concluded upon written or form-based order confirmation by RECAT.
2. The billing models agreed between the Supplier and RECAT's purchasing department are the basis for material acceptance, billing and remuneration.
3. RECAT's daily prices, costs and remunerations issued each day by RECAT shall apply. In the case of unit purchases, the day of delivery is applicable; in the case of processing or maintaining a precious metal account, the day of analysis is applicable.
4. Special conditions are only valid if they have been agreed in writing between RECAT's purchasing department and the Supplier.

§ 2 Material delivery and declaration

1. Each material for processing at or delivery to RECAT must be clearly declared in advance by the Supplier. This declaration shall also include in particular the following minimum information: Waste code in accordance with the List of Wastes Ordinance (AVV) including designation of the type, information in accordance with the Ordinance on Waste Disposal Records (NachwV), information required in accordance with the law on hazardous goods and/or the Ordinance on Hazardous Substances, as well as other information that may be of importance for transport and in particular for the further treatment of the material at RECAT. The Supplier is obliged to provide truthful and complete information. By submitting the declaration, the Supplier shall independently guarantee RECAT that the declaration of the waste materials is correct. The required declaration analyses shall be submitted to RECAT upon request.

2. Should excluded substances be detected during the incoming goods inspection or further processing, the Supplier shall take back the material at their own expense, dispose of it properly and prove this to RECAT in writing. Otherwise, RECAT will ensure proper disposal at the Supplier's expense after ten working days from the written request. RECAT can also ensure proper disposal once instructed separately by the Supplier. RECAT is entitled to have the contractual services to be rendered by it carried out by third parties.

3. RECAT is entitled to take a sample from the residual materials delivered to it for recycling and to use this as a binding quality sample for the order. In the event that a residual material or waste does not comply with the declaration, RECAT is entitled to reject it. Point 2 shall apply accordingly.

4. The Supplier shall bear the costs and risk of delivery of the material to RECAT. This also applies if a means of transport is provided by RECAT.

5. Empties will only be returned if this has been agreed in advance or instructed in writing by the Supplier at the latest upon delivery to RECAT. Otherwise RECAT is entitled to dispose of the empties. In each of the above cases, the Supplier shall bear the costs incurred unless otherwise agreed in writing.

6. The material must be properly packed and the Supplier is obliged to take any instructions given by RECAT into account. Such instructions shall not release the Supplier from their own duties of care towards RECAT or third parties. The Supplier shall undertake, towards and on behalf of RECAT, to comply with the Ordinance on the Domestic and International Transport of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB). This also applies if a collection arranged by RECAT takes place.

§ 3 Waste regulations

1. The delivery of materials with one or more hazardous characteristics, such as toxic, harmful, carcinogenic, sensitising, toxic to reproduction, mutagenic, environmentally hazardous, corrosive, irritant, highly flammable, explosive, oxidising and radioactive ingredients and the handover of materials with irritating or harmful elements (e.g. arsenic, lead, bromine, cadmium, chlorine, fluorine, halogen compounds, mercury, selenium, tellurium, etc.) require the prior consent of RECAT.

2. Irrespective of the declaration obligations resulting from Section 2, the Supplier is obliged to separately notify RECAT in writing of the presence of any of the substances listed in Point 1.

3. The Supplier is obliged to determine the current status of the directives and laws applicable to the materials to be supplied themselves. Furthermore, the Supplier shall ensure that hazardous materials delivered by them or on their behalf have been transported and packaged in accordance with the relevant regulations.

4. The Supplier is solely responsible for the correct declaration of the residual materials. This shall also apply if RECAT acts on behalf of or without being obliged to do so in the presumed interest of the Supplier towards the authorities, companies or other third parties.

5. Section 2 Point 5 and Section 2 Point 6 shall apply accordingly.

§ 4 Weighing, processing, billing, account statements and metal content by analysis

1. The quantities and weights or analyses determined by RECAT after receipt of each consignment at its premises, which are notified to the Supplier with the order confirmation or the bill, shall apply.

2. The data from Point 1 is binding for RECAT and the Supplier, unless the Supplier objects according to the regulations in Point 9.

3. RECAT is authorised to send the materials for processing straight after measurement (e.g. counting or weighing).

4. For technical reasons, it is no longer possible to surrender the material after measurement (e.g. counting or weighing). If retention of title is asserted, monetary

compensation shall therefore only be made in the event of an original obligation to surrender.

5. Furthermore, the data determined in connection with the confirmation of order or bill, if applicable the weights resulting after homogenisation, and, in the event of processing, the precious metal content established through sampling, form the basis for the bill issued by RECAT, which shall become binding if the Supplier does not object according to the regulations in Point 9.

6. RECAT maintains metal accounts as required for Suppliers who are entitled to remuneration or delivery of metals on the basis of deliveries or provision of services. The respective account's current status is determined on the basis of the weights or metal contents determined in-house by RECAT with the due care and diligence of a prudent business entity and communicated to the Supplier in writing (metal account statement). The metal account statement shall become legally binding for the legal relationship between the parties involved if the Supplier does not object in accordance with the regulations in Point 9.

7. RECAT takes a material sample from each of the Supplier's deliveries. Part of this sample is kept by RECAT as a retained sample for a maximum of six months. Should there be any disagreement between RECAT and the Supplier regarding the precious metal content, both are first obliged to reach an amicable solution. If this is not successful, this retained sample is used for arbitration analysis by an accredited and recognised laboratory – the choices are Alex Stewart, Alfred H. Knight, Institut für Materialprüfung Glörfeld GmbH. RECAT shall commission such an arbitration analysis at the Supplier's expense.

8. The precious metal contents, which are the basis of billing with the Supplier, are determined in RECAT's own laboratory. RECAT's laboratory is equipped with state-of-the-art equipment for precious metal analysis. Despite the highest requirements, deviations up to a maximum of 7.5% cannot be avoided for technical reasons. If the arbitration analysis determines a metal content that deviates less than 7.5% from the RECAT analysis, the RECAT analysis shall apply. If the deviation is higher than 7.5%, a new bill that is binding for both parties will be issued on the basis of the arithmetic mean between the arbitration laboratory analysis and the value determined by RECAT.

9. If a right of objection is granted to the Supplier in Points 1 to 8, a two-week objection period shall commence on the day of dispatch – in the case of billing on site: handover – of the respective communication (order confirmation or bill) from RECAT. The objection can only be effectively declared by written notification to RECAT. The right of objection does not exist if the Supplier has already accepted the content of the relevant notification from RECAT by signature or otherwise.

§ 5 Processing costs

1. The prices contained in RECAT's offers are subject to change and do not include the statutory value added tax.

2. Furthermore, RECAT reserves the right to make a reasonable adjustment to the prices originally offered if the materials have special properties which it was not aware of when accepting the order and which cause additional work during processing. In consideration of Sections 2 and 3, this applies in particular to hazardous goods and waste requiring special supervision.

§ 6 Metal remuneration and metal returns

1. In the event of the purchase of the precious metals or other refundable metals extracted from the material, the purchase prices shall be determined on the basis of the metal prices valid on the billing date.

2. If the Supplier wishes to be billed at a later time, they must notify RECAT in writing at least one week before the expiry of the agreed time.

3. If the return of the precious metals has been agreed, this shall be at the Supplier's expense and risk.

4. Furthermore, in the event of a return delivery, RECAT is entitled to select the packaging, the type of dispatch and the dispatch route at its discretion. In this context, proof of faultless packaging shall be deemed to be the acceptance of the material consignment by the forwarder or carrier without any objections.

5. In addition, RECAT is also authorised to take out transport or specie insurance on behalf of and at the expense of the Supplier.

§ 7 Credit notes, reprocessing costs, interest

1. RECAT will provide detailed information on the composition of the amount with the credit note upon the Supplier's request.

2. If the Supplier uses a billing model that does not include the automatic purchase of the precious metal, e.g. if a precious metal account is maintained, RECAT will invoice the Supplier for the costs incurred by it in the course of reprocessing plus the statutory value added tax.

3. If nothing to the contrary has been agreed in writing with the Supplier, RECAT will automatically purchase a quantity of precious metal from their precious metal account corresponding to the amount of the cost accounting. If the Supplier has several types of precious metals on their accounts, platinum (Pt) is purchased first, then palladium (Pd) and only then other metals. RECAT will issue a credit note to the Supplier for this. The bill and the purchase credit note are offset against each other, so no payments are necessary. This will be noted by RECAT on the credit note.

4. RECAT is in principle entitled to retain goods and/or precious metals until final payment of the bills by the Supplier.

5. Furthermore, payment obligations to RECAT shall only be deemed to have been fulfilled once the relevant payment has been booked to the company account at the place of payment specified in the bill and RECAT can dispose of the amount. In cases of offsetting mutual claims, the Supplier's payment obligation towards RECAT resulting from the contract shall be deemed fulfilled as soon as RECAT has offset the opposing values

against each other. If there are several claims for offsetting by the Supplier, by RECAT or by both parties, RECAT shall exclusively determine which claims shall be offset in which order.

6. Payments or credit notes in favour of the Supplier do not imply recognition of the delivery or service as being in accordance with the contract. In particular, the time of payment or credit note has no influence on the Supplier's warranty obligation and on the right of complaint that RECAT is entitled to. Credit notes that are issued as a result of an error, a clerical error or for other comparable reasons without a corresponding order being present may be reversed (cancelled) by RECAT by simple posting. This shall also apply in cases of the offsetting of mutual claims by RECAT.

7. The assignment of the Supplier's claims against RECAT to third parties is excluded.

8. RECAT has no obligation to the Supplier to carry out an incoming goods inspection beyond obvious defects. RECAT shall give notice of defects that are not obvious as soon as they are discovered in the ordinary course of RECAT's business. The Supplier shall waive the objection of any delay of notifications of defects against RECAT in advance for all defects notified within fourteen days from detection.

§ 8 Transfer of ownership

Any payment by RECAT, whether as advance payment or final settlement, whether in money or metal, shall result in a transfer of ownership to the relevant goods in favour of RECAT. If payment is made by RECAT for goods in the Supplier's possession, the Supplier shall provide sufficient insurance against any loss of the goods at their own expense. Furthermore, the Supplier shall clearly separate the goods from the Supplier's own material, mark them as RECAT's property and segregate them in an insolvency-proof manner.

§ 9 Complaints

1. Complaints of any kind must be received by RECAT in writing without delay, at the latest, however, within two weeks after receipt of the invoice and return delivery.

2. If the quality of the metals or the precious metal products/compounds delivered by RECAT has been justifiably objected to, these will either be exchanged for faultless goods or a credit note will be issued for the value.

3. If the Supplier fails to assert complaints within the period of time specified in Point 1, a later complaint shall be excluded. The latter shall also apply if the Supplier has previously confirmed that the delivery was correct.

§ 10 Delivery times

Delivery times shall only apply for deliveries by RECAT if they have been expressly confirmed by RECAT in writing. If delivered processing materials deviate in composition or quantity from the original agreement, the delivery times shall be extended accordingly.

§ 11 Telephone contacts

1. Orders placed by the Supplier by telephone shall become binding through RECAT's consent.

2. The damage resulting from transmission errors, misunderstandings or mistakes in telephone communication with the Supplier or with third parties involved by the Supplier shall be payable by the Supplier, unless the Supplier proves that RECAT is at fault.

§ 12 Use of the catalogue and APP

1. RECAT provides Suppliers with access to the catalyst database via a web portal or an APP (Android/iOS) on request. The use is linked to an active customer relationship, expressed through regular deliveries, and is revocable.

2. By using the catalogue, the Supplier accepts RECAT's privacy policy, which will be provided separately.

§ 13 Liability

1. In the event of the Supplier breaching the provisions of this agreement based on the delivery of materials, the Supplier shall be liable for the damages incurred by RECAT and third parties. This also applies in particular to breaches by the Supplier in connection with declarations and obligations within the meaning of Sections 2 and 3 with regard to substances whose hazardous nature or harmful or irritating elements may cause damages or disadvantages.

2. The Supplier shall be liable for all disadvantages and damages that are due to the hazardous nature of the material or its harmful or irritating elements. This liability only ends in principle with the complete reprocessing or disposal of the material.

3. If, on the other hand, the material has a continuing adverse effect, the Supplier's liability shall continue until all adverse effects have fallen below the permissible values. This applies in particular to radioactivity.

4. Duties of care and declaration (in particular those resulting from Sections 2 and 3) shall be observed by the Supplier not only towards RECAT, but for the benefit and in the interest of RECAT's employees and other persons working for RECAT with a direct obligation also towards them. Points 1 to 3 shall apply mutatis mutandis to liability towards such persons, with the proviso that these Terms and Conditions shall give rise to a direct claim by such persons against the Supplier.

5. The Supplier is obliged to ensure adequate insurance cover with regard to their obligations. They shall provide RECAT with evidence of this insurance cover upon request.

6. For the material that is at RECAT for processing, RECAT shall only be liable to the Supplier for damage and loss in cases of intentional damage or grossly negligent improper handling. The amount of the claims is limited to the respective material value.

7. Any claims beyond this with respect to other damage to property, personal injury, financial loss or other damage to the Supplier, irrespective of the legal grounds, shall only be compensated up to the amount of RECAT's insured risk coverage. RECAT shall inform the Supplier of the extent of the risk coverage insured by RECAT upon the Supplier's request, thereby giving the Supplier the opportunity to insure any gaps in

coverage perceived by Supplier as significant, taking RECAT's limited liability above into account, themselves at their own expense and discretion.

8. In the event of force majeure, claims for damages of any kind whatsoever shall be excluded.

§ 14 Force majeure

In cases of force majeure (earthquake, war, shortage of workers, energy or raw materials, official orders, operational disruptions, riots, looting and comparable events), in which the availability of required metals cannot be ensured, RECAT shall be released from the performance of all contractual obligations affected by this for the duration of the hindrance.

§ 15 Data processing, storage

RECAT is entitled to store and process all data relating to the business relationship with the Supplier, including personal data within the meaning of the GDPR.

§ 16 Duties, customs regulations, import and export regulations

1. All taxes, customs duties and other charges levied on the goods and/or the associated documents in the case of deliveries from abroad or deliveries to abroad within or outside the Federal Republic of Germany shall be payable by the Supplier.

2. Irrespective thereof, the Supplier shall be obliged, in the case of all transactions with foreign countries, to inform RECAT in detail and in writing about any obligations to obtain permits for imports and exports in accordance with German, European, US-American and other import, export and customs regulations as well as the import, export and customs regulations for the delivery's country of origin too.

3. Foreign countries within the meaning of these provisions are all countries with the exception of the Federal Republic of Germany.

§ 17 Place of performance and jurisdiction

1. The place of performance for all obligations under the contract shall be RECAT's premises in Sulzfeld.

2. The place of jurisdiction shall be Sulzfeld if the Supplier is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany. Notwithstanding the above, RECAT shall, at its sole discretion, also be entitled to take action against the Supplier at the Supplier's place of business or any other relevant place of jurisdiction.

§ 18 Further provisions

1. All agreements between RECAT and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the reference provisions of German private international law.

2. Should one or more provisions of this agreement or other agreements between RECAT and the Supplier be or become invalid in whole or in part, the remaining part of the respective agreement shall not be affected by this. The contracting parties shall instead replace the invalid agreement with a valid agreement that comes as close as possible to the intended economic purpose of the invalid agreement. If this is not possible, the statutory provisions of the Federal Republic of Germany shall apply.

3. The legally binding version of this agreement is this German edition. In the event of contradictions, misunderstandings or errors arising from the translation in foreign language editions, the German version shall apply in case of doubt.