

## GENERAL TERMS AND CONDITIONS

### 1. General Information, Scope of Application

- a. Prezioso Recycling GmbH develops recycling solutions for industry, from the first material analysis to the complete transport. Prezioso Recycling GmbH offers recycling solutions for almost all producing trades in the industry. Prezioso Recycling GmbH transports goods throughout Europe, regardless of whether they are general cargo or complete loads.
- b. These General Terms and Conditions of Prezioso Recycling GmbH (hereinafter referred to as "GTC") shall form an integral part of all contracts concluded between Prezioso Recycling GmbH and customers, suppliers and forwarding companies (hereinafter referred to as "Contractual Partner" or "Customer") concerning deliveries and services of any kind, supplies, services, work performances, offers and purchases and shall apply exclusively.
- c. In case of doubt, these GTC shall also apply to future transactions, even if Prezioso Recycling GmbH does not refer to them in individual cases.
- d. Any terms and conditions of the customer/contractual partner that are contrary to, supplementary to or deviate from these GTC shall only apply if they have been expressly agreed to in writing by Prezioso Recycling GmbH.
- e. These GTC apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB).

### 2. Offer, Delivery, Weight Determination

- a. The offers made by Prezioso Recycling GmbH are subject to change and non-binding unless they are expressly designated as a binding offer.
- b. Insofar as Prezioso Recycling GmbH receives a written order confirmation from the contractual partner/customer and this is confirmed by Prezioso Recycling GmbH, this shall be authoritative for the underlying order. Should the contractual partner/customer have any objections to the content of the order confirmation, he must immediately object to this in writing, otherwise the order shall be concluded in accordance with the order confirmation by Prezioso Recycling GmbH.
- c. The contracting partner/customer shall be obliged to deliver to Prezioso Recycling GmbH in full the material for which the latter has made an advance payment with regard to its value content, e.g. precious metal content. Should the purchased or delivered material not be complete with regard to the value content and/or should Prezioso Recycling GmbH have paid more than it has received, Prezioso Recycling GmbH shall have the option of demanding that the contracting partner/customer subsequently delivers the missing quantity of material to the value of the advance payment or that the overpaid amount be refunded to Prezioso Recycling GmbH in accordance with the missing quantity of material. Prezioso Recycling GmbH reserves the right to assert further claims for damages.
- d. The incoming weight determined in the warehouse of Prezioso Recycling GmbH in Kempten, Germany, shall apply. Wetness, tare, etc., which is determined in the delivered materials may be deducted from the incoming weight by Prezioso Recycling GmbH.

### 3. Prices, Analysis, Fixing

- a. The agreed prices according to the order confirmation are decisive. Unless otherwise agreed, the prices shall apply ex works or ex warehouse. The costs relating to packaging, freight, insurance, customs, VAT and disposal shall be stated in advance in the offer and shall become valid upon confirmation of the order by Prezioso Recycling GmbH.
- b. The purchase price shall in principle be based on the precious metal price on the day of purchase, unless a different price has been expressly agreed in advance.
- c. Payment shall be made exclusively to the account of the contractual partner/customer or by written credit note from Prezioso Recycling GmbH.
- d. The analysis shall be carried out in trust. Insofar as the values of the material delivered to Prezioso Recycling GmbH are known, these must be communicated to Prezioso Recycling GmbH. This also applies to any changes in material whose values no longer correspond to the existing analysis of Prezioso Recycling GmbH.
- e. During the analysis weights and contents of the precious metals are determined. On the basis of this analysis and the price agreement Prezioso Recycling GmbH (or the contractual partner/customer) shall draw up a statement of account of which the contractual partner/customer (or Prezioso Recycling GmbH) shall be informed. The statement shall become binding if the contractual partner/customer (or Prezioso Recycling GmbH) agrees to it in writing or does not object to it in writing within 3 working days of receipt of the statement. In individual cases, at the request of the contractual partner/customer,  
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Prezioso Recycling GmbH shall provide written advance information on the analysis result determined by Prezioso Recycling GmbH.

f. A fixation request shall be made by the contractual partner/customer in text form by e-mail; this shall be binding.

g. The fixation of the copper must take place within 8 weeks of the takeover of the material. If this does not take place within this period, Prezioso Recycling GmbH shall be entitled to fix without the consent of the contractual partner/customer. Precious metals must be fixed within 4 weeks of receipt of the analysis. If this does not take place within this period, Prezioso Recycling GmbH shall be entitled to fix without the consent of the contractual partner/customer.

h. In the event of errors in credit notes which are the result of a mistake, a clerical error or any other reason on the part of Prezioso Recycling GmbH, the latter shall be entitled to cancel or correct the credit note by means of a simple cancellation credit note or credit note correction.

#### **4. Material Composition**

a. If the delivered goods are individually packaged, Prezioso Recycling GmbH is entitled to charge the contractual partner/customer for unpacking and sorting as well as for the disposal of non-recyclable materials.

b. Prezioso Recycling GmbH shall only accept waste of which Prezioso Recycling GmbH has the necessary CER codes.

c. If the material has a hazardous nature (e.g. toxic, corrosive, explosive, radioactive components) and/or harmful or disturbing components (e.g. chlorine, bromine, mercury, arsenic, selenium, tellurium, etc.), PREZIOSO RECYCLING GMBH WILL IMMEDIATELY RETURN IT AND INVOICE THE COST TO THE CONTRACTUAL PARTNER/CUSTOMER.

d. Should the aforementioned harmful contamination be discovered, Prezioso Recycling GmbH shall be entitled to refuse to accept the material and to charge the contractual partner/customer for all costs incurred by Prezioso Recycling GmbH. The contractual partner/customer also guarantees for deliveries from any pre-suppliers that the materials supplied are free from harmful components and impurities.

#### **5. Empties**

a. Any damage to empties belonging to Prezioso Recycling GmbH shall be charged to the contractual partner/customer.

b. The boxes as well as the big bags shall be provided by Prezioso Recycling GmbH and are intended exclusively for goods delivered or sold to it.

c. Costs amounting to the new price shall be incurred for each item of equipment provided by Prezioso Recycling GmbH which perishes or is lost.

#### **6. Customer Protection Agreement**

The contractual partner/customer of Prezioso Recycling GmbH is obliged not to use any customer names, customer lists or other customer-related data for his own business purposes or to pass these on to third parties. At the same time, the contractual partner/customer shall be prohibited from entering into business contact with the customers of Prezioso Recycling GmbH directly himself or through employees or indirectly via third parties.

#### **7. Forwarding, Own Account Transport**

a. The specified deadlines are binding. Prezioso Recycling GmbH must be informed immediately of any delays, irrespective of the reason. Costs incurred as a result of delayed acceptance or unloading shall be borne by the contractual partner/customer. As long as the waiting time for loading and unloading does not exceed 3 hours per loading and unloading respectively, there shall be no claim to demurrage.

b. By placing the order, the contractual partner/customer confirms that the goods to be transported are not hazardous waste or DGR goods.

c. The permit as well as certificates, but also waste documents, must be checked by both contracting parties.

d. If the truck driver of Prezioso Recycling GmbH is not allowed to secure the load during loading, the contractual partner/customer as the loader shall bear all resulting damage and costs; this shall also apply to unloading damage for which the contractual partner/customer shall be liable.

- e. Prezioso Recycling GmbH shall not be liable for the costs of any obstacles to transport and delivery and shall not assume such costs if an obstacle has arisen due to force majeure.
- f. The term of payment shall be 30 days.
- g. In the event of non-payment, Prezioso Recycling GmbH shall be entitled to charge reminder fees. These shall amount to a one-off flat rate of € 15.00 plus postage costs. The costs for the commissioning of the collection agency in the further reminder procedure shall be borne by the customer/contractual partner.

## **8. Liability**

a. Prezioso Recycling GmbH shall not be liable for the impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events that were not foreseeable at the time of the conclusion of the contract (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time, operational disruptions as a result of COVID-19) for which Prezioso Recycling GmbH is not responsible.

In the event that such hindrances make it significantly more difficult or impossible for Prezioso Recycling GmbH to provide the delivery or service and the hindrance is not only of a temporary nature, Prezioso Recycling GmbH shall be entitled to withdraw from the contract.

In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period.

Insofar as the contractual partner cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by means of an immediate written declaration to Prezioso Recycling GmbH.

b. In the event of liability for simple negligence, Prezioso Recycling GmbH's obligation to pay compensation for material damage and any further financial loss resulting therefrom shall be limited to an amount of EUR 100,000.00 per case of damage, even in the event of a breach of material contractual obligations.

## **9. Place of Jurisdiction**

a. The contract concluded between Prezioso Recycling GmbH and the contractual partners/customers and its execution shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of international uniform law including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (so-called UN Sales Convention).

b. The place of jurisdiction for all legal disputes arising from the contract shall be the registered office of Prezioso Recycling GmbH, insofar as this is legally permissible. However, Prezioso Recycling GmbH reserves the right to sue the contractual partners/customers at the court of their domicile.

c. Unless otherwise stated in the order confirmation, the registered office of Prezioso Recycling GmbH shall also be the place of performance.

## **10. Final Provisions**

a. Insofar as Prezioso Recycling GmbH provides technical information or acts in an advisory capacity and this information or advice is not part of the owed and contractually agreed scope of services, this shall be done free of charge and to the exclusion of any liability.

b. This shall not apply to liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

c. Should one or more provisions of this contract or these GTC between Prezioso Recycling GmbH and the contractual partners/customers be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions of the contract or the GTC. In place of these invalid or unenforceable provisions, the contractual partners shall agree on a provision which comes closest in law and in fact to the economic purpose of the invalid or unenforceable provision. In the event that a loophole arises from the contract or the GTC that cannot be closed by interpreting the remaining provisions, the provision that comes closest to the economic interests of the contracting parties, had the point been considered, shall be deemed to have been agreed to close the loophole.

d. All agreements between the contracting parties and legally relevant declarations (e.g. termination, withdrawal, set-off) must be in writing in order to be effective; this also applies to amendments and

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supplements as well as to the cancellation of this written form clause itself. Mandatory statutory formal requirements remain unaffected.

e. Prezioso Recycling GmbH reserves the right to amend these GTC at any time. In this case the intended amendment shall be notified to the contractual partners/customers in text form. The amendments shall be deemed to have been approved if the contractual partner/customer does not raise an objection in text form. Prezioso Recycling GmbH shall make special reference to this consequence when announcing the changes. The objection must be received by Prezioso Recycling GmbH within four weeks of the announcement of the changes. If such an objection is made, the contract shall be continued without the intended change.