



General purchase conditions

1. Scope

1.1. The following general purchase conditions shall apply to BKS Metallrecycling GmbH & Co. KG (Buyer). The current version of these general purchase conditions is available at www.bks-metallrecycling.de.

1.2. Any conditions deviating from, added to, or contrary to these general purchase conditions shall not form part of the Agreement, even if the Buyer is aware of them, unless the Buyer expressly consents to their applicability in writing.

2. Orders and Agreement

2.1. Orders shall only be binding if placed by us in writing.

2.2. An agreement shall only become effective if confirmed by us in writing. This shall also apply to all declarations and notifications made by the Supplier after the conclusion of an agreement.

2.3. The preparation of orders shall be non-binding and not incur any costs to us.

3. Specifications of material, exclusions from delivery and indemnification

3.1. The Supplier shall warrant that all materials supplied have been tested for radioactivity using state-of-the-art equipment. The Supplier shall exclusively deliver materials that did not show any signs of ionised radiation in excess of the natural background radiation within the measurement accuracy of the measuring equipment. The

Supplier shall deliver all necessary documents in German.

3.2. „ Hazardous substances (particularly highly volatile, flammable, oxidising, corrosive, toxic, carcinogenic, teratogenic, mutagenic, harmful, irritant, sensitising, and polluting substances) shall be excluded from delivery, including impurities and deposit build-ups of such “hazardous substances”, used catalytic converters, tubular bodies and free liquids (e.g. oil and water). “Alveoli penetrants” and breathable dust may only be delivered upon explicit prior written agreement by both parties. The Supplier shall be fully liable and responsible for any costs and damage caused by the delivery of such materials. The Supplier shall also carry the costs for the disposal of such non-compliant materials.

3.3. Hazardous waste, substances and goods may only be delivered upon explicit prior written approval by both parties. The necessary documents must be prepared for and labels attached to deliveries of hazardous waste, substances or goods. Materials delivered (e.g. scrap) must be suitable for smelting and processing and must not contain any hazardous components. Only the material agreed upon may be delivered. Any additions of other materials or any other deviations must be agreed upon with the Buyer and written approval must be obtained.

3.4. We reserve the right to reject the materials described in Article 3 and to claim compensation for damages due to the delivery of hazardous materials.

3.5. The Supplier shall release us from all third-party claims existing or arising from in connection with the delivery of materials that do not meet the specifications agreed upon in Article 3 as well as from any costs incurred and/or to be incurred in this context.

4. Receipt of goods, notice of defects and liability for defects

4.1. The weight determined on the calibrated scales of the agreed receiving entity shall be binding.

4.2. Following the receipt of the materials and sampling and/or analysis, if appropriate, the Buyer shall send the Supplier an incoming good receipt (“Incoming Goods Receipt”). In this provision, “sampling” refers to the drawing of a representative sample from a specific quantity delivered to determine the properties agreed upon. “Analysis” refers to the examination of the material using recognized analysis methods to determine its specifications, particularly with regard to the content of metals and other components. Unless agreed otherwise, the smelting sample analysis shall be selected as an analysis method. The Buyer may change the material (e.g. the breaking of slivers, etc.) for sampling and analysis purposes.

4.3. The statutory provisions on analysis and obligation to give notice of defects shall apply (Section 377 of the German Commercial Code (Handelsgesetzbuch; HGB)). The deadline pursuant to Section 377 HGB is two weeks from receipt of goods for known defects and two weeks from the uncovering of a defect by the Buyer for unknown defects.

4.4. The sample taken at the time the goods were received and the weight determined pursuant to Article 4.1 shall form the basis for the invoice. If the sample taken at the time the goods were received shows that the quality and quantity of the delivered material differs from the contractually agreed quality and quantity of the material, the sample taken at the time the goods were received shall be deemed as a notice of defects. Any objection by the Supplier (“Objection”) against the results of the Buyer’s sample taken at the time the goods were received must be raised within two working days. The sample taken at the time the goods were received and notice of defects shall otherwise be deemed to have been acknowledged. All objections must be raised in writing (e.g. fax, letter, e-mail). If the Supplier does not raise an objection within the specified period, the Buyer may process and/or sell on the material.

4.5. In the case of a dispute about the findings of the sample taken at the time the material was received, the Buyer shall propose an impartial and certified sampler who will take a sample and/or carry out an analysis using the latest methods. The report of the impartial sampler shall be deemed to be binding.

4.6. We are entitled in full to the claims for defects provided by law; in particular, we reserve the right to demand for the Supplier to either rectify the defect or deliver replacement materials according to our choice. Any supplementary performance shall be deemed to be unsuccessful after the first unsuccessful attempt.

5. Dispatch and packaging

5.1. The goods shall be dispatched to the receiving entity specified by the Buyer.

5.2. The Supplier shall inform the Buyer on the actual day of dispatch of the materials by sending a dispatch notice containing the contract number, quality and exact material description and provide all necessary supplementary documents, particularly customs forms. All dispatch documents (e.g. freight papers, carriage labels, delivery note and bill of lading) must contain the exact material description, order number, delivery weight and receiving entity.

5.3. If the Supplier does not fulfil the duties stated in Article 5.2, all of the associated risks and/or costs shall be carried by the Supplier.

5.4. If goods are delivered by rail, all of the carriages must be broom-clean and have steel structures.

5.5. Packaging must be suitable for the dispatch, transportation and unpacking of the respective material. Unless agreed otherwise, only disposable or metal packaging may be used. The packaging must not contain any hazardous substances within the meaning of Article 3.2 or their deposit build-ups. If the packaging material is to be returned, the Supplier shall indicate this to the Buyer at the time of the order.

5.6. The Supplier shall obtain written confirmation of delivery from the specified receiving entity.

5.7. The statutory provisions, particularly the provisions on the dispatch of hazardous goods and the applicable environmental laws, shall be complied with during transportation. The Supplier shall fulfil all applicable requirements and implement the measures stated in the REACH directive with regard to the material to be supplied to the Buyer.

6. Delivery, delivery dates and deadlines

6.1. Unless otherwise agreed in the order, the material shall be delivered and dispatches DAP (Delivered at Place; Incoterms® 2020 or their applicable version).

Partial deliveries shall only be approved upon explicit agreement and if deliveries exceed common contractual transportation sizes. The remaining quantity shall be indicated for all partial deliveries agreed upon.

6.2. Delivery dates agreed upon and delivery deadlines shall be deemed binding. Unless agreed otherwise in writing, the delivery deadline starts on the day the legally binding order is placed. All orders shall generally be delivered immediately if no delivery date or deadline has been agreed. The receipt of materials at the receiving entity specified by us shall be used as a basis to determine the fulfilment of delivery dates and deadlines. This shall also apply to all dispatch documents and other certificates required for the fulfilment of the delivery obligation. Non-compliance with these deadlines shall be deemed to be a serious violation of the agreement by the Supplier.

6.3. The Supplier shall inform us immediately of any discernible delays in the delivery of materials.

6.4. The Buyer may make a 'covering purchase' if deliveries are delayed. A covering purchase is the purchase of similar materials with the same or similar technical specifications in the same volume of the undelivered or unusable materials at the market price applicable at the time of the covering purchase.

7. Prices, invoices and payment

7.1. Unless agreed otherwise, the specified price includes dispatch and packaging.

7.2. All of the Supplier's receivables shall only become payable upon the provision of an auditable invoice that meets our specifications and once the Supplier has fulfilled the entire order without any defects. The invoice must contain the order number, commission number, receiving entity, complete product text / item description, quantity and quantity units and the VAT ID number. If the delivery is exempt from taxes and customs duties, this shall be stated at the invoice.

7.3. If the Supplier has not agreed otherwise or offered more favourable conditions, payment shall be due within 30 days. Payment terms shall start on the date of receipt of invoice, but not before the materials have been received.

7.4. If early delivery has been taken, the payment term is based on the agreed delivery date.

7.5. If it becomes necessary to return the material due to poor quality, the Supplier shall refund any payments already made by the Buyer for this material immediately plus interest due in the amount of 5 percentage points above the applicable base rate ('Refund'). The Buyer may retain all or part of the material until a full refund has been made.

8. Retention of title

8.1. We shall only recognize a simple retention of title by the Supplier if the ownership of the material is transferred to us upon payment and we may sell on and transfer the material during proper operations. Special forms of retention of title,

particularly extended and prolonged retention of title, current account retention and multiple reservation shall not be accepted. We shall not accept any adverse business terms of the Supplier and we herewith explicitly reject any such terms. They shall not form part of this agreement.

8.2. Due to the retention of title, the contracting party may only demand the release of the material if it has first withdrawn from the agreement.

9. Assignment and settlement netting

9.1. The Supplier shall not assign amounts receivable from and claims against the Buyer to third parties without obtaining the prior written consent of the Buyer.

9.2. Buyer shall be entitled to set off all of its own receivables and the receivables of affiliated companies with the receivables of the Supplier and its affiliated companies.

9.3. Only claims that are undisputed or whose legal validity has been confirmed may be set off with the Supplier's counterclaims.

10. Export controls, Compliance and Supplier Code of Conduct

10.1. The Supplier shall be solely responsible to ensure, in particular, that the material to be delivered by the Supplier or parts thereof are not subject to national and/or international export restrictions. If the material or parts thereof are subject to such export restrictions, the Supplier shall obtain the necessary global export licenses at its own cost.

10.2. The Supplier shall inform the Buyer of any authorization requirements for the (re-) export of its goods pursuant to German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documentation.

10.3. The Supplier shall comply with all applicable laws, regulations, rules and provisions during the manufacture and sale of the material.

10.4. The Supplier hereby declares that he has fully read and understood the rules and regulations contained in the Supplier Code of Conduct (available on the website www.bks-metallrecycling.de). The Supplier undertakes to act responsibly and to comply with the principles/requirements of the Code of Conduct as well as to communicate the contents of this Code of Conduct to employees, agents and subcontractors in a manner understandable to them and to take all necessary precautions for the implementation of the requirements.

10.5. If there are reasonable grounds for suspecting a breach of the Supplier Code of Conduct, the Buyer may terminate the business relationship with the Supplier with immediately effect on the basis of the existing contractual or statutory rights. In the event of a breach of the Code of Conduct, the Buyer reserves the right to take further legal action, in particular to claim damages.

11. Place of fulfilment and legal venue

11.1. The place of fulfilment of the delivery shall be the receiving entity specified by the Buyer.

11.2. In addition to these general purchase conditions and the individual agreements concluded within its scope, German law shall apply exclusive of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law. The preconditions for and effectiveness of the retention of title are subject to the laws governing the respective places of goods storage insofar as they render the selection of German law impermissible or ineffective.

11.3. If the Supplier is a business person within the meaning of the German Commercial Code (Handelsgesetzbuch; HGB), a legal entity under public law or a special fund under public law, the exclusive (and international) legal venue for the adjudication of any disputes arising from the contractual relationship shall be the location of the Buyer's registered office. However, we may also lodge a claim at the place of fulfilment of the delivery obligation.

11.4. If a provision of these general purchase conditions is or becomes ineffective, this shall not affect the effectiveness of the other provisions

code, enforce legal claims or defend legal disputes, to ensure compliance requirements, etc.

As we also use the contact data of the person you have nominated to us as a contact partner, we ask you to pass on this information to the affected employees within your company.



With this data protection information we inform you about the processing of your personal data in connection with a contractual relationship or contract initiation:

A. Responsibility for data processing

Responsible for data protection is:

BKS Metallrecycling GmbH & Co. KG

You can reach the data protection officer by post at the above address by stating "Data protection officer" or by email:

info@bks-metallrecycling.de

B. Data categories, purposes and legal basis of processing

We process your personal data which we receive from you within the scope of the business relationships or contract initiation. This is generally contact data (name, address, telephone number and email address) and, if required as part of the business transaction, bank and payment (transaction) data (bank, account details, reference, and credit card information if applicable), information from publicly available sources, information databases and credit check agencies (e.g. Internet, trade register, credit agencies) as well as other data, which you voluntarily provide us with within the scope of processing a project or a contractual relationship within the scope of contract negotiations. We process your personal data exclusively within the scope of the legal terms, particularly under consideration of the regulations of the General Data Protection Regulation ("GDPR") and the Federal Data Protection Act ("BDSG"). We process your personal data on the basis of the following described legal bases and the purposes of:

- Contract negotiation, contract implementation and termination of the contractual relationship (Art. 6 sec. 1 b GDPR) e.g. fulfilment of a contract (e.g. delivery or performance of a service and payment transaction), general communication with business partners e.g. answering enquiries about products and services, contract negotiations etc.;
- Based on consent given (Art. 6 sec. 1 a GDPR) e.g. despatch of newsletters or information correspondence, participation in marketing campaigns or surveys etc.;
- Based on legal stipulations (Art. 6 sec. 1 c GDPR), e.g. to fulfil trade law or tax law retention obligations, to fulfil reporting or information obligations towards authorities, etc.;
- Based on a legitimate interest (Art. 6 sec. 1 f GDPR), e.g. measures for IT security or measures to ensure proper business operations, to protect the company

C. Recipients or categories of recipients of personal data

We transmit your personal data to authorities/public bodies if required due to primary legal regulations. If necessary, we transmit your personal data to companies within our company group if required to fulfil the purposes stated above section B. We employ external service providers for various business transactions as assignment processors in terms of Art. 28 GDPR. We have concluded order data processing contracts with these service providers to ensure that your personal data is protected. The above described recipients may also be located in countries outside of the European Economic Area ("third countries"). Third countries may not have the same level of data protection as in the European Economic Area. If data transmission takes place in a third country, we ensure that this transmission only takes place according to the terms of the legal regulations (Chapter V GDPR).

D. Duration of storage

Personal data is generally deleted after expiry of the legal (primarily trade and tax law) retention periods. If personal data is not affected by legal retention obligations, it will be deleted once it is no longer required for the described purposes in the above section B. A different storage period can occur if you have consented to collection of the data.

E. Rights of data subjects

You have the right to receive information about your personal data we have saved, the right to arrange for incorrectly saved personal data to be corrected or, if relevant, to change or revoke your consent to data processing at any time, including without providing a reason with future effect, the right to restrict the processing of your personal data with future or to demand the deletion of your personal data. Under the conditions set out in Art. 20 GDPR, you have the right to receive the personal data concerning you, which has been saved, in a structured, commonly used and machine-readable format and the right to transmit that data to another responsible party without hindrance on our part.

Alternatively, you can contact our data protection officer stated under section A. In order to avoid any cases of misuse, we can request that enquiries are provided with a handwritten signature or that the enquirer is otherwise legitimated.

Without prejudice to any other administrative or judicial remedy, every data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement if the data subject considers that the processing of personal data relating to him or her infringes this Regulation.