

## Special conditions for ferrous scrap, alloy scrap, non-ferrous metal scrap

The "Terms and Conditions of Acceptance for Steel Scrap Deliveries" (as of 2024) apply additionally.

Declaration free of explosives: By accepting this purchase contract, you declare that the scrap to be delivered has been checked by you for the presence of explosive devices, objects suspected of being explosive and closed hollow objects.

On the basis of this inspection, you warrant to the best of your knowledge and belief that the scrap delivered is free of explosive devices, objects suspected of being explosive and closed hollow bodies.

# General Terms and Conditions of Purchase (AE) of DEUMU Deutsche Erz- und Metall-Union GmbH

As of May 2024

## 1. Scope

(1) These terms and conditions apply to all deliveries and services (hereinafter: performance) to us.

(2) In relation to the General Terms and Conditions (GTC) of the Supplier, only our General Terms and Conditions of Purchase shall apply; this shall also apply if we do not expressly object to the General Terms and Conditions or other contractual terms and conditions of the Supplier. Any contract conditions of the Supplier conflicting with or deviating from our orders or these GTC shall not be recognized or included in any contractual agreement unless we have expressly agreed to such in each case in writing.

Only the following General Terms and Conditions of Purchase (AE) are applicable to our orders. All deviating terms and conditions in the offer or in the acceptance of the order (order confirmation) of the Supplier shall only apply, if they have been expressly accepted by us in writing, even if there is no objection on our part. By executing our order, our AEs are fully acknowledged.

(3) With the execution of our order, our terms and conditions of purchase are accepted without restriction.

(4) Unless expressly otherwise agreed, and unless interfering with these Terms and Conditions, the current editions of the General Terms of Metal Trading [*Usancen des Metallhandels*] issued by the *Verband Deutscher Metallhändler e. V.* shall apply to metal business

## 2. Offers, Orders and Other Declarations

(1) The offers should meet our requests; Deviations, concerns, reservations, points in need of clarification and alternative proposals must be clearly identified. All offers and alternative suggestions are free of charge and non-binding.

(2) Orders, agreements and other declarations are only binding if we give or confirm them in writing. A copy of an original signed by us that remains with us is also sufficient for the written form. Fully machine-generated orders that are expressly marked as such do not need to be in writing.

## 3. Prices

(1) The agreed prices are fixed prices and shall comprise a delivery towards the relevant application site and any packing and freight costs; the applicable turnover tax (*Umsatzsteuer*) shall be added. If any price agreed is "ex works" or "ex warehouse" we shall accept only the lowest freight costs; all costs resulting up to the time of transfer to the carrier, including loading costs but excluding freight charges, shall be borne by the Supplier. The form of pricing shall not affect the agreement in relation to the place of performance.

(2) We reserve the right to accept over- or under-deliveries.

## 4. Place of performance

The place of fulfilment for payment claims of the parties is our respective administrative headquarters, for all other claims the respective receiving office specified in our order form under "Shipping address".

## 5. Packing, Shipping, Delivery Notices

(1) Partial deliveries are not permitted.

(2) The goods shall be properly packed. In the case of hazardous substances, the prescribed markings must be affixed and documents must be issued.

(3) If the packaging remains the property of the Supplier, he shall take it back at his own expense.

(4) Unless otherwise expressly agreed between the parties, the risk of transport shall be borne by the Supplier.

(5) The Supplier must carefully protect our interests in shipping. We are under no obligation to clear truckloads prior to receipt of delivery documents.

(6) All shipping documents shall also include the order number, subject and notice of issue. The costs incurred by us as a result of misdirection of deliveries shall be borne by the Supplier.

(7) A special notification of delivery must be submitted for each consignment upon departure, which must reach us before receipt of the delivery. The delivery notice must contain a precise description of the contents of the delivered goods according to quantity,

dimensions, weight, grades and analyses as well as our order number.

## 6. Commercial clauses

For the interpretation of commercial terms, the INCOTERMS apply in the version valid at the time of conclusion of the contract.

## 7. Delivery dates; Statute of Limitations for Performance Claims

(1) Delivery dates are binding. Delays in delivery must be reported to us immediately, stating the reasons. In the event of a delay in delivery, the statutory provisions apply. The consensual determination of a period for subsequent performance (*Nacherfüllung*) has the same legal effect as the setting of a deadline for subsequent performance.

(2) The regular limitation period for our performance claims is three years, starting with the conclusion of the contract.

## 8. Proof of Origin, Proof of Value Added Tax, Export Restrictions

(1) Proof of origin requested by us shall be provided by the Supplier without delay with all the necessary information and duly signed. The same applies to VAT certificates for foreign and intra-community deliveries.

(2) The Supplier shall inform us immediately if a delivery is subject to export restrictions in whole or in part under German or other law.

## 9. Drawings, aids, proofs and other documents

(1) Documents provided by us (e.g. drawings), fixtures, models, tools, other means of production or templates remain our property. They may only be used, reproduced or transmitted to third parties for the purpose of processing the offer and executing the order. They must be returned to us immediately and free of charge after the order has been placed.

(2) In cases specified by law or ordinance, the following documents shall be attached to the delivery item:

- operating or usage instructions in German;
- Safety Data Sheet;
- EC declaration of conformity and CE marking or declaration of incorporation.

(3) Insofar as individually agreed in the individual contract, technical documentation in German must be attached to the delivery item, consisting of instructions for use, maintenance and revision regulations, execution plans and spare and reserve parts lists.

(4) We are entitled to use instructions for use and technical documentation for the procurement of accessories, for maintenance and repair, for later modifications and the production of spare and spare parts by us or external companies and to hand them over for such work. If necessary, the Supplier must also provide us with other information necessary for the achieving of the contract.

## 10. Obstacles to performance; limitation of the buyer's claim for performance; Legal status of the supplier

(1) Impediments to the performance of the contract or concerns about the contractually stipulated method of execution must be reported to us immediately in writing by the Supplier.

(2) The Supplier shall be liable for sub-suppliers to the same extent it is liable for its own supplies. In case of any suspected defect or damage in connection with sub-supplier parts of the contractual performance or subcontracted services, upon request the supplier shall provide us with details concerning the sub-supplier, distributor or contractor undertaking the work as well as all details necessary for making a claim against such.

## 11. Performance and Warranty

(1) At the time of the transfer of risk, all services provided by the Supplier must correspond to the characteristics of our order and be unrestrictedly suitable for the normal period of use and the contractually required purpose or, if such a purpose is not specified, for the normal purpose of use.

(2) The performance must comply with the recognized rules of technology and the European and German technical standards, all statutory and sub-statutory provisions applicable at the place of performance, in particular also the occupational safety regulations, the requirements of the Product Safety Act, the accident prevention regulations and fire protection regulations and the environmental regulations.

(3) In case of any defects in the goods or any defects as to title related to the performance of the Supplier, the requirements of law shall apply. We are entitled to set a subsequent deadline for compliance unless such subsequent performance (*Nacherfüllung*) is not reasonable for us. Such shall be unreasonable, in addition to the circumstances set out in law, in particular in case of pending unreasonable delay or uncertain prospects of success in relation to any equipment, plant or devices necessary for safety, operational or business purposes. Any mutual agreement on a subsequent period for performance shall have the same legal effect as the setting of a deadline by us.

(4) In case of any defects in the goods, in addition to any rights set out in law and, also in relation to sales contracts (*Kaufverträge*) or works supply contracts (*Werklieferverträge*), after an unsuccessful expiry of a subsequent deadline set by law in accordance with § 637 Civil Code (*BGB*) we shall be entitled to undertake such work ourselves and claim an advance payment

(5) Insofar as we are entitled to withdraw from the contract by virtue of statutory or contractual provisions in the event of non-performance or improper performance, the withdrawal may be limited to this part while maintaining the contract for the remainder, provided that the non-performance or poor performance is limited to a definable part of the performance. Individual transport containers or vehicle loads are also considered to be a definable part of the delivery or service.

(6) Insofar as we are responsible for the examination of the performance and the notification of defects in accordance with Section 377 (1) of the German Commercial Code (HGB), we have two weeks from the date of delivery to fulfil these requirements in a timely manner. According to Section 377 (3) of the German Commercial Code (HGB), the complaint of a defect that only becomes apparent at a later date must be made within two weeks of its discovery.

(7) If a material defect becomes apparent within six months of the transfer of risk, it shall be presumed that the item was already defective at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or defect.

(8) To the extent that deliveries have scrap as their object, the Supplier – in addition to the producer and transporter, if necessary – is responsible for ensuring the purity of the type and for complying with and monitoring all statutory declaration and verification obligations for this purpose. The Supplier bears full responsibility for the origin and transport of the scrap and for any foreign substances and impurities contained in breach of contract or not covered by our declaration of acceptance, regardless of whether these are permissible under waste law or not.

(9) The Supplier shall fully indemnify us against all damages, expenses and disadvantages, including claims by the authorities, which we incur from the presence of inadmissible, in particular radioactive, explosive, toxic, contaminated or water-polluting substances and impurities in the deliveries or any other non-contractual nature of the delivery.

(10) The Supplier shall be liable for any fault on the part of subcontractors, upstream suppliers, suppliers and auxiliary persons towards us as if it were its own fault.

## 12. Intellectual Property Rights

(1) The Supplier shall be liable for its performance and any use by us in accordance with the intended purpose not infringing third party proprietary rights.

(2) Without limiting our rights at law, the Supplier shall indemnify us against all claims of third parties in case of any infringement of third party proprietary rights arising from the intended use of the performance and such indemnity shall cover all damage, expenses and other detriments or burdens. This shall include in particular any burdens or detriments arising for us in relation to any required changes in the buildings, machines, plant or IT equipment or programs as well as from any delays in the progress of the building, project or operations.

## 13. Invoicing

(1) A separate invoice is to be provided in relation to each order. Such invoices must comply with the requirements of applicable tax laws and domestically in particular with the requirements of the Turnover Tax Act (*Umsatzsteuergesetz*), and such invoices shall be clear, transparent and comprehensible with information as to the performance provided and details of our order number. Insofar as any acceptance procedures for the

performance have been agreed, the acceptance record is to be attached.

(2) For monthly deliveries, the invoice must be sent to us no later than the third working day of the month following the delivery.

(3) The input weight weighed by the recipient shall be decisive for the settlement.

## 14. Payment

(1) We pay within 14 days of delivery and receipt of invoice with a 3% discount or until the end of the month following the delivery and receipt of the invoice without deduction. In the case of acceptance of early deliveries, the due date is based on the agreed delivery date.

(2) Payments by us do not constitute a recognition of any billing.

(3) We reserve the right to offset in relation to any counterclaim against the main claim of the Supplier.

(4) If we are in default of payment, we will pay interest on the claim at an interest rate of 5 percentage points above the base interest rate in accordance with Section 247 of the German Civil Code (BGB), to the exclusion of further claims.

## 15. Security

If we make an advance payment or pre-payment in relation to our order, we shall be entitled at any time to require reasonable security in the form of an indefinite and unconditional guarantee issued by a financial institution with the best credit rating and registered in the European Union, such guarantee being in accordance with German law and with a German place of jurisdiction or we may demand a chattel mortgage (*Sicherungsübereignung*) over the materials and in particular those goods ordered and being processed.

## 16. Assignment; transfer of contract; Change of company

(1) Without our express prior written consent, the Supplier may not assign claims against us in whole or in part; we will not refuse to give consent without good cause.

(2) In the case of assignments based on extended retention of title, consent shall be deemed to have been given from the outset with the proviso that we reserve all rights against the assignee that we would be entitled to against the Supplier without the assignment. We do not accept collection authorisations.

(3) Without our express prior written consent, the Supplier may not transfer the fulfilment of its contractual obligations, in whole or in part, to third parties. If this consent is granted, the Supplier remains jointly and severally liable to us.

(4) The Supplier must immediately notify us of any transfer of contract that occurs by operation of law and of any change in its company.

### **17. Set-Off and Retention by the Supplier**

(1) The Supplier is permitted to set-off only those claims which are undisputed or subject to a final legal judgement.

(2) Any rights of retention shall be available to the Supplier only insofar as such relate to the same contractual relationship.

### **18. Jurisdiction; Applicable law**

(1) The place of jurisdiction for both parties is the local court or regional court with jurisdiction at the registered office of the customer; in addition, we are entitled to choose the general place of jurisdiction of the Supplier.

(2) In addition to the provisions of the contract, the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

### **19. Partial invalidity and prohibition of advertising**

(1) These terms and conditions shall remain fully effective even in the event of the legal invalidity of individual parts.

(2) The use of our enquiries and orders for advertising purposes is not permitted.

### **20. Data protection**

(1) Please note that we store and process the personal data collected in connection with the business relationship and required for the execution of the contract in accordance with the applicable data protection regulations. All processing of personal data by the Supplier must also be carried out strictly in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR).

(2) Insofar as the Supplier is able to access the Client's personal data in the course of the provision of services, the Supplier shall inform the Client thereof without delay. If necessary, the parties will conclude an agreement on order processing in accordance with Art. 28 GDPR.