

# General Terms & Conditions

for the reprocessing and purchase of materials containing precious metals

## 1. Scope

Unless expressly agreed otherwise in writing, these General Terms and Conditions shall apply to all business relationships. Acceptance of services or goods or payments does not constitute acceptance of deviating terms and conditions.

## 2. Conclusion of Contracts

A contract is deemed to be concluded only with our written confirmation. Amendments or supplements require our written consent.

## 3. Prices and Payment

Prices stated in our quotes are net prices. Additional costs such as packaging, insurance and freight shall be charged separately. The contractor reserves the right to increase prices stated in a quote, as well as to extend return delivery/purchase deadlines, should material circumstances that were unknown at the time the quote was made or the contract was concluded require additional work or expense.

## 4. Delivery and Acceptance of Materials

The European and German Recycling and Waste Management Act applies to the reprocessing of all materials delivered. Radioactive materials and materials containing mercury shall not be accepted. We must be notified in advance of the delivery date, type of transport, packaging, weight and waste catalogue code number of the shipment(s). All materials must be packaged and labelled properly and in compliance with waste legislation and, if applicable, in compliance with our instructions. The corresponding delivery papers, including the following information, must be enclosed with each shipment:

- Delivery note and, if applicable, order number
- Name and address of the sender and recipient
- Shipping date and delivery date
- Quantity, type and description of the delivered goods (separated into partial deliveries, if applicable)
- Waste catalogue code number of each individual item

The delivery of hazardous materials or materials contaminated with harmful elements is only possible with prior written agreement. If this provision is violated, the customer shall be held liable.

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## 5. Delivery and Transport

Unless otherwise agreed, delivery shall be made at the expense and risk of the customer to our factory located at Germanenstraße 1, 63741 Aschaffenburg, Germany, or to another location specified by us.

## 6. Weighing, Sampling and Settlement

RECOM is obliged to carry out weighing, sampling and preparation for the customer. In agreement with RECOM, the customer can contract to be represented by an independent, expert sampler at their own expense. This person must be named before the shipment has been received. The date of processing shall be agreed between the parties. If the independent sampler does not appear on the agreed date or if the customer has not named a sampler as their representative by the time the shipment has arrived, sampling shall be carried out by RECOM on a fiduciary basis. Settlement shall be based on the weight and analytically determined metal content established by RECOM. RECOM shall keep original reserve samples of each lot for up to six (6) months after settlement.

## 7. Ownership and Liability

The customer is aware that they become the co-owner of the material that has been mixed and combined with other materials following sampling and, if applicable, after a reserve sample has been taken. The customer's right of ownership to the material delivered expires at the latest upon fulfilment of the return delivery claim or payment. If the client does not file a complaint about the confirmation of receipt sent by RECOM within one (1) working day, the return delivery claim for the delivered materials expires. Until this point in time, RECOM is entitled to restore the customer's sole ownership by exclusion.

The customer bears the costs and risk for the return transport.

In the case of improper handling or storage of the materials delivered caused by the contractor, as well as in the case of delay in performance or non-performance of services for which the contractor is responsible, liability shall be limited to the invoiced amount of the goods or services concerned, also for the case pursuant to § 635 of the German Civil Code ("BGB"). Liability for damage and loss to the customer is generally limited to foreseeable damage, and only in cases of gross negligence.

## 8. Force Majeure

In the event of force majeure, the rights and obligations arising from the contract may be temporarily suspended. If the situation lasts longer than 90 days, both parties have the right to withdraw from the contract.

## 9. Examination of Invoices and Account Notes

The customer is obliged to examine all invoices and account notes for accuracy. Complaints must be made in writing within six (6) working days.

## 10. Payment Terms

RECOM reserves the right to request advance payment or security deposits in the amount of the price of reprocessing if circumstances subsequently arise or become known that jeopardise the requirements of the reprocessing service. The customer must be informed of this in writing seven (7) working days in advance. If the customer does not provide advance payment or the security deposit within this period, RECOM is entitled to withhold a corresponding amount of metal as a security, or to withdraw from the contract without granting a further deadline. The customer only has the right of off-set if the counterclaims against the contractor are undisputed or have been legally established in terms of both reason and amount. The right of retention applies to the extent that the counterclaim is based on the same contractual relationship.

## 11. Business Transactions

Precious metals trading is carried out via metal accounts. When an account holder sells precious metals to RECOM, the transfer of ownership takes place upon payment of the invoice amount and the recording of the sale in the relevant metal account. Telephone orders are only binding with written confirmation from RECOM. Any damage resulting from errors in transmission, misunderstandings or mistakes in telephone transactions with the customer or with third parties shall be borne by the customer, provided that a fault on the part of RECOM can be excluded.

## 12. Place of Jurisdiction

The place of jurisdiction for all disputes is Aschaffenburg.

## 13. Legal Validity

The laws of the Federal Republic of Germany shall apply. In the event that individual provisions are ineffective, the remaining provisions shall not be affected.