

General Terms and Conditions of Sale (GTCS) of Gerhard Lang Recycling GmbH and RSH GmbH

1. General provisions

1.1 Our GTC shall apply exclusively to all present and future business relationships with companies within the meaning of Section 14 German Civil Code (BGB) (hereinafter "buyer"). Deviating, conflicting or supplementary general terms and conditions shall not become part of the contract – even if known – unless their validity is expressly agreed. Verbal agreements shall require our written confirmation, in order to be effective.

1.2 These GTCS shall also apply to all future transactions with the buyer without the need for a renewed reference to the validity of these GTCS.

2. Customary conditions

2.1 For deliveries of ferrous scrap, the "Customary Commercial Terms and Conditions for the Delivery of Unalloyed Steel Scrap" – as published by the Bundesvereinigung Deutscher Stahlrecycling- und Entsorgungsunternehmen e.V. (Federal Association of German Steel Recycling and Disposal Companies), as amended – shall also apply. Published in the Federal Gazette No. 101 of 3.06.2003, page 12022.

2.2 For deliveries of non-ferrous metals, the practices of the metal trade, published by the Verein Deutscher Metallhändler e.V. in the currently valid version, shall also apply.

2.3 The official rules of the ICC for the interpretation of trade terms INCOTERMS 2020 shall apply to the interpretation of trade terms.

2.4 The contents of the Customary Commercial Terms and Conditions shall be assumed to be known to the buyer. We are prepared to inform the buyer of the content of these Customary Commercial Terms and Conditions at any time upon request.

3. Offers, conclusion of contract

3.1 Unless otherwise agreed in writing, our offers shall be subject to change and are understood as non-binding.

3.2 The order of the goods by the buyer is considered a binding contractual offer. Unless otherwise stated in the order, we may accept such an order within a period of 14 days after receipt by us.

3.3 Our acceptance can be declared either in writing (e.g. by order confirmation) or implicitly by delivery of the goods to the buyer.

3.4 Contracts based on a foreign transaction requiring authorisation shall become binding subject to the approval of the competent authorities.

4. Prices

4.1 Prices shall be understood as fixed prices per tonne, depending on the agreement. Unless expressly agreed otherwise, prices are quoted net "ex shipping point" plus the applicable statutory VAT. Transport costs, along with the costs for any packaging, protection and/or transport aids requested by the buyer as well as transport insurance, shall not be included in the price and must be paid additionally by the buyer.

In the event that a price for the goods to be delivered cannot yet be agreed at the time of the intended conclusion of a purchase contract, but the goods are to be delivered, the parties nevertheless wish to bind themselves by way of contractual agreement. In this

case, the price shall be agreed by mutual consent at a subsequent date.

If no agreement is reached on the price, the parties hereby agree that we, as the seller, shall determine the price appropriately in accordance with Section 315 German Civil Code (BGB) and inform the buyer in good time before the respective payment date.

4.2 All ancillary fees, public charges and customs duties – even if they are introduced or increased after conclusion of the contract – shall be borne additionally by the buyer.

4.3 We hereby reserve the right to increase the agreed price proportionately for quantities not yet delivered if, due to a change in the raw material and/or economic situation, circumstances arise which render the manufacture and/or sale of the product concerned significantly more expensive than at the time of the price agreement. In such a case, the buyer may cancel the orders affected by this price increase within 4 weeks of notification of the price increase.

4.4 All ancillary charges, public charges and customs duties, as well as any newly added charges, customs duties, freight charges and increases thereof – which make the delivery more expensive – shall be borne by the customer, unless mandatory statutory provisions provide otherwise.

4.5 We shall also be entitled to increase the agreed price proportionately if the delivery period is extended due to a circumstance for which neither of the parties is responsible, e.g. due to an instance of force majeure, or if a delay occurs due to a circumstance for which the buyer is responsible and costs increase during the delivery period, which is, therefore, longer. We shall be obligated to proceed in the same way in the event of cost reductions. The buyer shall be at liberty to prove that the proportional increase was not justified or not justified in this amount.

The buyer shall be obligated to bear any additional costs incurred because information or documents – deemed necessary for the fulfilment of the delivery – were provided to the seller late or incompletely by the buyer.

5. Terms of payment, assignment

5.1 Payments shall become due immediately upon receipt of the invoice by the buyer, unless otherwise agreed.

5.2 Bills of exchange shall only be accepted if this has been expressly agreed. If the acceptance of properly taxed bills of exchange or cheques has been agreed, this shall only be on account of performance. Credit notes for bills of exchange and cheques shall be issued subject to receipt less expenses with value date of the day on which we can dispose of the equivalent value.

5.3 Should the buyer be in arrears with payments – irrespective of the area of the business relationship with us – all our claims shall become due immediately, irrespective of the term of any bills of exchange accepted. The same shall apply if we become aware of circumstances that are likely to reduce the creditworthiness of the buyer. In this case, we shall be entitled to render outstanding services only against advance payment or to demand the provision of security.

5.4 Should we have credit insurance in place and the credit insurer rejects the buyer's company, we shall be entitled to declare all claims against the buyer immediately due and payable.

5.5 The buyer shall be in default upon expiry of the payment period. The timeliness of the payment shall be determined by the time of the (unconditional and irrevocable) receipt of payment by us. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We hereby reserve the right to assert further claims for damages caused by delay. Our

claim to commercial maturity interest (Section 353 German Commercial Code [HGB]) against merchants shall hereby remain unaffected.

5.6 The buyer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the buyer's counter-rights shall remain unaffected.

5.7 If – subsequent to the conclusion of a contract – it transpires that our claim to the purchase price is jeopardised by the buyer's impending inability to perform, in particular, due to a delay in payments due by more than one month, a significant deterioration in the buyer's credit rating (or comparable) index or similar, we shall be entitled to refuse performance and withdraw from the contract in accordance with the statutory provisions.

6. Delivery period and delay in delivery, force majeure

6.1 The delivery times stated by us shall be non-binding. Exceeding this deadline shall not result in a delay and excludes claims for damages and cancellation of the contract.

6.2 The delivery periods shall commence on the date of our order confirmation, but not before complete clarification of all details of the order and the provision of any necessary domestic and foreign official certificates. Delivery periods and dates shall refer to the time of despatch. They shall be deemed to have been complied with upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.

6.3 Events of force majeure – such as currency-, trade policy- or other sovereign measures, strikes, lockouts, operational disruptions, obstructions to transport routes, as well as pandemics and epidemics shall authorise us to postpone agreed deliveries for the duration of the obstruction and a reasonable start-up period. If the fulfilment of the contract becomes unreasonable due to such events, we may withdraw from the contract in this respect. This shall apply irrespective of whether these circumstances occur at our premises or, in the case of drop shipments, at the premises of our customers.

7. Delivery, dispatch, delivery date, transfer of risk, acceptance, default of acceptance

7.1 The place of fulfilment for the delivery shall be the place of dispatch or the warehouse from which we dispatch the goods or from which they are collected by the buyer. These locations do not have to belong to our company, but may also be third-party storage/disposal locations, e.g. of our suppliers. Third-party drop-off points or warehouses shall be treated in the same way as ours. In the case of delivery/service ex works, we shall determine the place of delivery. We shall not be obligated to inform the buyer of our suppliers' warehouses or collection points.

7.2 At the buyer's request and expense, we may ship the goods to another destination (sale to destination). In the case of sales where we are the freight payer, we shall be entitled to choose the mode of transport and the carrier. For all other sales, we shall be entitled to determine the type of dispatch (in particular, transport company, dispatch route, packaging) ourselves, unless otherwise agreed.

7.3 If transport by the intended route (or to the intended place) within the intended time becomes impossible through no fault of our own, we shall be entitled – to the extent that we owe the transport in accordance with the contract – to deliver by another route or to another place, provided this is not unreasonable for the buyer. The resulting additional costs shall be borne by the buyer. The buyer shall be given the opportunity to comment beforehand.

7.4 Packaging, protection and transport aids will not be taken back by us unless otherwise agreed in writing.

7.5 The risk of accidental loss, accidental deterioration of the goods and confiscation of the material shall (subject to the following paragraph) shall pass to the buyer in all transactions when the material is made available for delivery ex works, otherwise, when it is handed over to a forwarding agent or carrier, but at the latest when it leaves the place of dispatch.

7.6 In the case of sale by despatch, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person (or institution) otherwise designated to perform said despatch. If acceptance has been agreed, this shall be decisive for the transfer of risk. If acceptance has been agreed, the statutory provisions of the law on contracts for work and services shall apply accordingly. If the buyer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

7.7 Goods notified as ready for dispatch in accordance with the contract must be called off immediately; otherwise, we shall be entitled to dispatch them at the buyer's expense and risk or to store them at our own discretion and to invoice the purchase price and storage immediately.

7.8 If the buyer is in default of acceptance, fails to co-operate or if our delivery is delayed for other reasons for which we are not responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). The buyer hereby reserves the right to prove that neither he nor his vicarious agents are responsible for the delay. For such additional costs, we shall charge a flat rate compensation amounting to 0.5% of the agreed price per calendar week, but not more than a total of 5% of this price, from the beginning of the delivery period or – in the absence of an agreed delivery period – from the notification that the goods are ready for dispatch.

7.9 Proof of higher damages and our statutory claims (in particular, reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected by the above provisions; however, the flat rate regulated in the above paragraph shall be offset against further payment claims. The buyer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss.

8. Partial delivery/continuous delivery

8.1 We are hereby authorised to make partial deliveries to an extent that is reasonable for the buyer. Partial deliveries are considered independent transactions.

8.2 In the case of contracts with continuous delivery, call-offs and "splitting" for approximately equal monthly quantities must be submitted to us. If the contractual quantity is exceeded by the individual call-offs, we shall be entitled – but not obligated – to deliver the surplus. In this case, we shall be entitled to invoice the surplus at the price valid at the time of the call-off or delivery.

9. Quality, dimensions

Quality and dimensions shall be determined in accordance with German DIN standards or material sheets, unless foreign standards have been agreed. If no DIN standards or material data sheets exist, the corresponding European standards shall apply, or alternatively commercial practice.

10. Weight

10.1 For all deliveries, the net weights determined by us on dispatch by full and empty weighing, as well as the alloy values determined by us, shall be decisive for the final invoice. The buyer hereby recognises the information contained in the documents as binding unless he immediately notifies us of the inaccuracy of this information. Proof of weight is provided by presenting the weighing slip. Weight determinations can only be objected to on the basis of official re-weighing immediately after delivery. The quantities, bundle numbers, etc. stated in the dispatch note are non-binding for goods invoiced by weight. Customary industry surcharges and discounts shall not be taken into account.

10.2 We may also have the weighing, inspection and analysis of the goods performed by a third party, including our supplier. The values determined by this third party shall be treated in the same way as values determined by us. However, the third party shall, otherwise, not be entitled/authorised to make or accept declarations with effect for or against us, unless expressly stated otherwise in individual cases.

10.3 Differences between the declared weight and the weight actually determined by the buyer shall be taken into account when scrap is delivered in accordance with the following provisions: - Weight differences for wagon deliveries up to +/-300 kg shall not be taken into account.

10.4 The following shall apply to the delivery of non-ferrous metal scrap in the event of quantity deviations: Deviations of +/-1 per cent are to be tolerated for deliveries with a precisely specified weight, and deviations of +/-5 per cent for deliveries according to "approximate specifications".

11. Warranty claims of the buyer

11.1 The statutory provisions shall apply to the buyer's rights in the event of material defects and defects of title (including incorrect and shortfall delivery), unless otherwise specified below.

11.2 The basis of our liability for defects shall be, in particular, any agreement reached on the quality of the goods. The product descriptions designated as such – which were provided to the buyer prior to his order or included in the contract in the same way as these GTCS – shall be deemed to be an agreement on the quality of the goods.

11.3 If the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether there is a defect or not.

11.4 In the case of goods that have been sold as declassified material, e.g. so-called "Ila material", the buyer shall not be entitled to any warranty claims with regard to the specified defects and those that are usually to be expected.

11.5 The buyer's claims for defects presuppose that he has fulfilled his statutory duties of inspection and notification of defects (Sections 377, 381 German Commercial Code [HGB]). Should a defect be discovered during the inspection or later, we must be notified of this immediately in writing or in text form. Irrespective of this obligation to inspect and give notice of defects the buyer must immediately notify in writing or in text form of obvious defects (including incorrect and shortfall deliveries), whereby the timely dispatch of the notification shall also be sufficient to meet the deadline. Should the buyer fail to properly inspect the goods and/or report defects, our liability for the unreported defect shall be excluded.

11.6 If the delivered item is defective, the buyer may initially demand – at our discretion – either rectification of the defect (subsequent improvement) or delivery of a defect-free item (replacement delivery) as subsequent fulfilment. Should the buyer

not declare which of the two rights he chooses, we may set him a reasonable deadline to do so. Should the buyer not make the choice within the deadline, the right of choice shall pass to us upon expiry of the deadline.

11.7 We shall be entitled to make the subsequent fulfilment owed dependent on the buyer paying the purchase price due. However, the buyer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.

11.8 The buyer must allow us the time and opportunity required for the subsequent fulfilment owed, in particular, to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer must return the defective item to us in accordance with the statutory provisions. The subsequent fulfilment shall include neither the removal of the defective item nor the re-installation if we were not originally obligated to install it.

11.9 We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular, transport, travel, labour and material costs, if a defect actually exists. However, if a request by the buyer to remedy a defect proves to be unjustified, we may demand reimbursement of the costs incurred from the buyer. Removal and installation costs shall be borne by the buyer if these costs are insignificant.

11.10 In urgent cases, e.g. if operational safety is jeopardised or to prevent disproportionate damage, the buyer shall have the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary for this purpose. We must be informed immediately, if possible in advance, of any such self-remedy efforts. The right of self-remedy shall not exist if we would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions.

11.11 If the subsequent fulfilment has failed or a reasonable deadline to be set by the buyer for the subsequent fulfilment has expired without success (or is dispensable according to the statutory provisions), the buyer may withdraw from the purchase contract or reduce the purchase price. However, there shall be no right of cancellation in the event of an insignificant defect.

11.12 Claims of the buyer for damages or reimbursement of futile expenses shall only exist in accordance with Clause 12 and are hereby otherwise excluded.

12. Other liability

12.1 Unless otherwise stated in these GTCS, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

12.2 We shall be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable

a. for damages resulting from injury to life, limb or health,

b. for damages arising from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract, and on compliance therewith the contractual partner regularly relies [and may rely]). In this case, however, our liability shall be limited to compensation for foreseeable, typically occurring damage.

12.3 The limitations of liability resulting from (2) shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. The same applies to claims of the buyer under the German Product Liability Act (ProdG).

12.4 The buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. In the case of continuing

obligations, cancellation is only possible for good cause. In all other respects, the statutory requirements and legal consequences shall apply.

13. Statute of limitations

13.1 Notwithstanding Section 438 (1) No. 3 German Civil Code (BGB), the limitation period for claims arising from material defects and defects of title shall be one year from the transfer of risk. This shall not apply to damage within the meaning of Clause 12 (2) of these GTCS. If acceptance has been agreed, this period shall commence upon acceptance.

13.2 This shall not affect special statutory provisions for third-party claims for restitution in rem (Section 438 [1] No. 1 German Civil Code [BGB]) and in the event of fraudulent intent on the part of the seller (Section 438 [3] German Civil Code [BGB]).

13.3 The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the buyer based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 German Civil Code [BGB]) would lead to a shorter limitation period in individual cases. The limitation periods of the German Product Liability Act (ProdHG) shall remain unaffected in any case. Otherwise, the statutory limitation periods shall apply exclusively to the buyer's claims for damages pursuant to Clause 12.

14. Proof of export

If goods intended for export are collected by the buyer or his authorised representative, the buyer must immediately present us with the export certificate required for tax purposes. Otherwise, the buyer shall pay us an amount equal to the value added tax payable under German law.

15. Retention of title

15.1 Our deliveries shall remain our property until settlement of all claims to which we are entitled against the buyer, irrespective of the legal grounds. In the case of current accounts, the retained title shall be deemed security for the respective balance claims. Treatment and processing shall be carried out for us to the exclusion of the acquisition of ownership in accordance with Section 950 German Civil Code (BGB), without any obligation on our part. Should our goods be mixed or combined with other items (Sections 947, 948 German Civil Code [BGB]), our co-ownership of said mixed items or the uniform item shall be deemed agreed in the ratio of the invoice value of our reserved goods contained to the sum of the invoice values.

15.2 The new item resulting from the processing shall be deemed to be reserved goods within the meaning of these Terms and Conditions.

15.3 The buyer may only sell or process our property in the ordinary course of business under his normal terms and conditions and only as long as he is not in default. He shall only be authorised to resell the reserved goods if the claim from the resale – together with all ancillary rights – is transferred to us in accordance with Clauses 15.4 and 15.5. He shall not be authorised to dispose of the reserved goods in any other way.

15.4 The buyer's claims arising from a resale of the reserved goods are hereby assigned to us, irrespective of whether the reserved goods are resold without (or subsequent to) agreement, mixing or combination, and whether they are resold to one or more customers. The assigned claim shall serve as security in the amount

of the value of the reserved goods sold in each case. If the value of this security exceeds the secured claim by more than 10% in total, we shall be obligated to release divisible securities of our choice at the request of the customer.

15.5 If the reserved goods are sold by the buyer together with other goods not belonging to us without (or subsequent to) processing, the claim arising from the resale shall only be assigned to the amount of our invoice.

15.6 However, the buyer shall be authorised – as long as he meets his payment obligations – to collect the claims assigned to us from the resale; however, he may not dispose of such claims by assignment. At our request, he shall be obligated to inform his customer of the assignment to us.

15.7 Pledging (or transfer by way of security) involving our items delivered subject to retention of title shall not be permitted. Access to our property by third parties, e.g. seizures or other impairments, must be reported to us immediately in writing.

15.8 If the goods subject to reservation are used by the buyer to fulfil a contract for work and services or a contract for work and materials, Clauses 15.4 to 15.7 shall apply accordingly to the claims arising from this contract.

15.9 If the retention of title or the assignment are deemed ineffective under the laws of the prevailing jurisdiction where the goods are located, the security corresponding to the retention of title or the assignment in this jurisdiction shall be deemed to have been agreed. If the co-operation of the buyer is required in this respect, he shall take all measures necessary to establish and maintain such rights.

16. Place of fulfilment and jurisdiction

16.1 The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the buyer and us. The provisions of the UN Sales Convention – in particular, the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, and foreign law – shall not apply.

16.2 The place of fulfilment for deliveries is the destination specified in our offer, for payments our place of business. If the buyer is a merchant, a legal entity under public law or a special fund under public law, our place of business shall be the exclusive and international place of jurisdiction for all disputes arising from the contractual relationship with the buyer. This shall also apply if the buyer has no general place of jurisdiction in Germany, or if his place of residence or habitual abode is unknown at the time the action is filed. However, we shall also be entitled to bring legal action against the buyer at the court of his place of residence.

16.3 The contractual language is German.

17. Data protection

The parties hereby undertake to comply with the relevant data protection regulations. Personal data shall be processed and used in accordance with the applicable data protection regulations.

18. Legal validity of these GTCS

Should these GTCS be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions, which shall nevertheless remain valid. The parties hereby undertake to replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the legal and economic intention of said invalid or unenforceable provision. The same shall apply if a contractual loophole requiring

supplementation becomes apparent during the contract's execution. The parties hereby undertake to supplement the ineffective provisions immediately with legally effective agreements or to close a contractual loophole.

Version as of 04/2025