

of DRH Deutsche Rohstoff Handelsgesellschaft mbH

1. General information

- 1.1. These General Terms and Conditions of Purchase apply for all orders and contracts issued by DRH Deutsche Rohstoff Handelsgesellschaft mbH ("DRH"), including for the future, to the exclusion of all others. Different supplier terms and conditions of sale or ancillary agreements are only valid if DRH recognises them in writing. This is true, even if DRH has not expressly objected to different terms and conditions of sale and/or has accepted or paid for the goods.
- 1.2. These Terms and Conditions of Purchase only apply to entrepreneurs as defined by Section 14 of the German Civil Code (BGB), legal persons under public law and public funds.

2. Offers and orders

- 2.1. Supplier offers are free of charge for DRH.
- 2.2. DRH orders are only binding if DRH signs a supplier offer or sends a separate order. The order must be accepted within two weeks of receipt by the supplier. After this period expires, DRH is entitled to cancel the order.
- 2.3. All conditions, specifications and other documents enclosed with the DRH order or referenced in the order are part of the order.
- 2.4. DRH may request changes to the delivery item within reasonable limits. The supplier must implement the requested changes within an appropriate period. Appropriate, mutually agreed regulations must be introduced with regard to the consequences of the change, in particular any additional or reduced costs as well as the delivery dates.

3. Scope of delivery and service, transfer of risk

3.1. The delivery periods and delivery address specified in the order are binding. The specific delivery date must be determined in consultation with DRH; unilateral delivery date stipulations by the supplier are non-binding for DRH. Depending on the agreement, the correct delivery of the goods



to the agreed delivery address or preparation for collection by DRH at the agreed place is authoritative for compliance with the delivery date or period. The supplier must immediately notify DRH, at least in text form, providing reasons if circumstances occur or are identified, which may result in non-compliance with the agreed delivery date.

- 3.2. All shipping documents must be correct and contain all of the information specified by DRH, in particular the name of the transport company, the registration number of the delivery vehicle, the precise designation of the delivered goods as well as the delivery weight.
- 3.3. Solely the quantities, weights, types and analyses determined upon receipt are authoritative for billing. The recipient shall prepare a weighing slip concerning the determined weight of the respective delivery. If the delivery takes place in accordance with Incoterms 2020 FCA (Free Carrier), the dispatch weight determined by the freight carrier is authoritative.
- 3.4. Delivery must take place in appropriate delivery packaging in compliance with the general transport and freight regulations. Unless otherwise agreed, the supplier shall bear the costs for deliveries to the agreed delivery address without charging any additional fees.
- 3.5. The goods must be delivered or prepared for collection in standard commercial packaging. The packaging must be designed to prevent transport damage to the extent possible. The packaging is included in the agreed purchase price. If the German Packaging Regulation requires the supplier to take back the used packaging, it must ensure the correct return and recycling of the delivered packaging materials at its own expense.
- 3.6. Partial deliveries require the written consent of DRH and must be marked as such in the shipping documents. DRH is not obliged to accept the goods if they are delivered prior to the agreed delivery date. If the goods are accepted, DRH reserves the right of return at the supplier's expense. If the goods are not returned, the supplier takes over the costs and risks associated with storage until the agreed delivery date.
- 3.7. Unless a delivery in line with a clause of Incoterms 2020 is agreed, which provides a different regulation for the distribution of risk, the risk shall only transfer to DRH once the goods have reached the DRH warehouse or the other intended delivery location. If DRH is not responsible for unloading, the risk only transfers once unloading has been completed.
- 3.8. If the goods are collected by DRH, the supplier is obliged to note the minimum capacity utilisation of the lorry or lorries defined in the contract. If the supplier falls below this capacity utilisation



requirement by at least 10% without DRH's approval, the supplier is obliged to reimburse the unnecessary freight costs incurred.

- 3.9. In the event of a delayed delivery, DRH may assert its statutory rights. In particular, DRH is entitled to demand compensation instead of performance following the unsuccessful expiration of an appropriate grace period and withdraw from the contract.
- 3.10. All events of force majeure release the supplier and DRH from their performance obligations for the period of the disruption and to the extent of its impact. The contract partner concerned must immediately comprehensively inform the other contract partner and take all reasonable steps to minimise the impact of such events. The contract partner concerned must immediately inform the other contract partner of the end of the disruption. If performance becomes permanently impossible due to the event, the supplier or DRH may withdraw from the contract. This also applies if such an event lasts longer than three months.

4. Prices and terms of payment, determining of the contract executed

- 4.1. The agreed prices are fixed prices.
- 4.2. Unless otherwise agreed, the prices include free delivery to the delivery address, including packaging, customs duty, transport insurance and shipping costs.
- 4.3. The supplier must issue an invoice for every delivery. The invoice must comply with the requirements of the German Value Added Tax Act (UStG), as amended.
- 4.4. If several unfulfilled contracts concerning the goods exist between DRH and the supplier, DRH shall inform the supplier of the outstanding contracts to which the delivery is to be billed.
- 4.5. An invoice is payable no earlier than upon receipt of an invoice that complies with the legal requirements by DRH. The supplier is entitled to issue an invoice 7 working days after receipt of the delivery by DRH. The terms of payment shall be agreed between DRH and the supplier on a case-by-case basis. Payment terms start upon receipt of the contractual service and a correct and verifiable invoice. The premature delivery of goods does not lead to an early due date of issued invoices. In this case, the period starts no earlier than on the agreed delivery date.
- 4.6. DRH is entitled to make full use of statutory rights of offset and retention.



- 4.7. The supplier is not entitled to assign DRH claims or allow these to be collected by third parties without the express written consent of DRH. Section 354a of the German Commercial Code (HGB) remains unaffected.
- 4.8. The supplier is only entitled to offset claims against DRH or assert rights of retention to the extent that its claim is undisputed or established by law. In addition, the supplier is only entitled to assert a right of retention provided that its counterclaim is based on the same contractual relationship.

5. Duty to examine and report defects

- 5.1. DRH only carries out an incoming goods inspection with regard to obvious defects and identity and quantity differences. DRH shall immediately notify the supplier of obvious defects as soon as they are detected in the normal course of business, however within no more than 7 working days of receipt of the delivery at the agreed delivery address. With regard to concealed defects, this applies from the discovery of the defect. In the case of direct delivery to a DRH customer, the defect notification period does not start prior to the receipt of a corresponding customer notification of defects by DRH, provided that this takes place in good time.
- 5.2. In the event of a justified notification of defects, the supplier must reimburse DRH for the costs of examination and notification. The supplier bears the costs and the risk associated with the return of the defective goods.
- 5.3. The contractual conformity of the delivery is not recognised by the signing of a delivery note.

6. Quality of the goods, warranty

- 6.1. The supplier gives its assurance that the delivered goods are free of material defects and defects of title. DRH is entitled to make use of the full statutory claims for defects unless otherwise regulated in these Terms and Conditions of Purchase.
- 6.2. The supplier must either eliminate the defect or provide a replacement delivery at DRH's discretion. It therefore has a right to attempt to provide a cure. In addition, DRH is entitled to request a reduction in the purchase price without being subject to any additional conditions. In the event of a risk to operational safety, a risk of unusually high damages or if necessary to maintain DRH's own delivery capability, DRH may, after notifying the supplier and at the supplier's expense, rectify the defects itself or appoint a third party to rectify the defects. This also applies if the supplier issues a final refusal to rectify the defect or after the unsuccessful expiration of an appropriate



grace period set for the supplier to provide a cure. Under the same conditions, DRH is entitled to, but not obliged to, procure a replacement for defective goods elsewhere at the supplier's expense or withdraw from the contract.

- 6.3. The period of limitation for claims for defects is 36 months from the transfer of risk. Longer statutory periods of limitation as well as Section 478 BGB remain unaffected.
- 6.4. The supplier gives its assurance that it shall provide its delivery in line with the agreed specifications and, where necessary, additional applicable requirements in accordance with customary commercial practice and shall carry out a thorough quality control prior to delivery. In accordance with the established practices in the metals trade, the following definitions are used to determine the contractual quality of merchandise:
 "as inspected": the goods must be those that were inspected by the buyer, in this case DRH;
 "Tel quel": the purchased goods must merely correspond to their contractual material designation based on the classification, regardless of their actual metal content and other characteristics;
 "as per sample": the goods must correspond to the representative samples provided;
 "as specified": the quality must correspond to the definitions provided for the relevant specification.
- 6.5. All goods must be free of ionising radiation that exceeds the natural inherent radiation of the steel. Ionising radiation in excess of the natural inherent radiation of steel is present if the measuring device used by DRH or DRH's customer displays a value above the ambient background radiation at the time of the clearance measurement. This is documented in a measurement record following a further clearance measurement.
- 6.6. If this kind of ionising radiation is identified in the goods, DRH is entitled to refuse acceptance of the load in the transport unit subject to the complaint. DRH is obliged to notify the supplier and the competent radiation protection authorities. In addition, DRH must work together with the competent authorities to arrange the necessary isolation on site. The steps after isolation are determined by the authority (safe use after localisation and removal of the source of radiation or special disposal of the entire delivery). The supplier bears all costs associated with the refusal and return transport or disposal. If the authority orders special measures to be taken (e.g. the isolation and inspection of all affected parts of a load identified as contaminated, temporary interim storage on the factory premises, further transport requiring special safety precautions or disposal), the supplier is once again required to bear the associated costs.
- 6.7. The supplier must submit a written certification with the following content to DRH upon commencement of deliveries, otherwise at the start of every calendar year:



"Where the scrap is loaded at our warehouse, we give our assurance that we will only deliver scrap that we have previously tested for the absence of ionising radiation using our own measuring devices. As a result, we can in all conscience declare in advance that, based on the above test, all scrap delivered during the course of the year [add year] is free of ionising radiation above the measured background radiation.

Where the scrap is loaded by subcontractors (drop shipment), we declare that we have informed our subcontractors of the obligation to carefully test for the absence of ionising radiation above the measured background radiation in the scrap that they deliver.

Our suppliers have assured us that they will carefully test the scrap to be delivered using their own measuring devices and that, based on this testing, they can in all conscience declare that the scrap to be delivered is free of ionising radiation above the measured background radiation.

In case of scrap deliveries from direct imports via ship, rail car or lorry, we declare that the contract from which the imported quantities arise will expressly contain the assurance that the scrap to be delivered is free of ionising radiation above the measured background radiation based on testing with in-house measuring devices."

6.8. All goods must be delivered free of explosive devices, potentially explosive objects and closed hollow vessels. If munitions, explosive devices or potentially explosive objects are found in deliveries, DRH is entitled to refuse acceptance of the load in the transport unit subject to the complaint. In this case, the competent authority, competent dismantling specialist and the supplier must be informed immediately. Law enforcement agencies and dismantling specialists decide on the next steps on site (isolation, disposal, use after submission of a clearance certificate). The supplier bears all costs associated with the refusal, isolation and disposal.

7. Liability

7.1. DRH bears unlimited liability in accordance with the legal provisions in case of intent and gross negligence. In the event of a breach of a material contractual obligation, DRH is also liable for simple negligence. In case of simple negligence, liability is limited to the foreseeable, typical damage at the time of conclusion of the contract. Material contractual obligations are all obligations whose fulfilment makes the proper performance of the contract possible in the first place and upon whose compliance the contract partner can regularly rely. In all other respects, liability for simple negligence is excluded. The above limitations of liability also apply if legal representatives or vicarious agents of DRH are at fault.



- 7.2. The above limitations of liability do not apply in case of physical injury, damage to health or death. Product liability claims are also not affected by the above limitations of liability.
- 7.3. If liability for damages is excluded or limited, this also applies with respect to the personal liability for damages of DRH employees, workers, representatives and vicarious agents.

8. Reservation of title

All deliveries must be free of reservations of title or third party rights (e.g. lien, conditional sale). DRH expressly does not recognise a reservation of title on the part of the supplier.

9. Final provisions

- 9.1. If the supplier is a merchant, legal person under public law or a public fund, the registered office of DRH is the exclusive place of jurisdiction. However, DRH is also entitled to institute proceedings against the supplier in any other statutory jurisdiction.
- 9.2. If individual provisions of these Terms and Conditions of Purchase are or become partially or completely invalid, this shall not affect the validity of the provisions as a whole.
- 9.3. The law of the Federal Republic of Germany applies exclusively, with the exception of the UN Convention on Contracts for the International Sale of Goods.
- 9.4. The German version of these Terms and Conditions of Purchase is authoritative. Versions provided in other languages are merely translations.

Last revised: January 2023



of DRH Deutsche Rohstoff Handelsgesellschaft mbH

1. General information

- 1.1. These Terms and Conditions of Sale apply for all, including future, deliveries, services or offers of DRH Deutsche Rohstoff Handelsgesellschaft mbH ("DRH") to the exclusion of all other terms and conditions. Different customer terms and conditions of purchase or ancillary agreements are only valid if DRH recognises them in writing. These Terms and Conditions of Sale apply even if DRH executes a delivery without reservation in full knowledge of the customer's different terms and conditions.
- 1.2. These Terms and Conditions of Sale only apply to entrepreneurs as defined by Section 14 of the German Civil Code (BGB), legal persons under public law and public funds.

2. Offers and orders, upstream delivery clause

- 2.1 All DRH offers are non-binding. It reserves the right to make changes to the composition as well as the weight within reasonable limits. Deliveries are subject to correct delivery by our suppliers. DRH shall immediately inform the customer of an outstanding, non-timely or incorrect delivery by our suppliers and, where applicable, the expected duration of the resulting delay in delivery.
- 2.2 Insofar as the customer's order qualifies as an offer for the purposes of Section 145 of the German Civil Code (BGB), DRH may accept this within two weeks of receipt. The contract enters into force with the order confirmation, at least in text form, and, if no order confirmation is provided, no later than upon delivery of the goods with the contents of the invoice.

3. Scope of delivery and service, transfer of risk

- 3.1. Delivery dates are non-binding. If the delivery date is changed at the customer's request, the customer shall bear any additional costs.
- 3.2. Unless otherwise agreed in each individual case, deliveries are executed in accordance with Incoterms 2020 DAP (Delivered At Place). If we ship the goods, deliveries take place in line with Incoterms 2020 CFR (Cost and Freight), unless otherwise agreed on a case-by-case basis. If the customer collects the goods from DRH or, if DRH does not have the goods in stock, from the



warehouse location stipulated by DRH, collection takes place in line with Incoterms 2020 EXW (Ex Works).

- 3.3. Compliance with delivery dates by DRH requires the timely performance of all necessary acts of cooperation by the customer as well as the fulfilment of its other obligations. If these requirements are not fulfilled on time, the delivery dates shall be postponed by an adequate period accordingly.
- 3.4. If the customer is in default of acceptance or culpably breaches other duties of cooperation, DRH is entitled to demand the reimbursement of any additional expenses. In addition, in the event of a culpable default of acceptance or culpable breach of another duty of cooperation, DRH may demand the reimbursement of the resulting damages, provided that a breach of duty as defined in Section 280 (1) BGB has occurred. DRH reserves the right to assert additional claims.
- 3.5. All events of force majeure or other impediments to performance for which the relevant party concerned is not responsible in line with Section 276 BGB, release said party from the performance obligations for the duration of the disruption and to the extent of its impact. The party concerned must immediately comprehensively inform the other party and take all reasonable steps to minimise the impact of such events. The party concerned must immediately inform the other party of the end of the disruption. If performance becomes permanently impossible due to the event, the party concerned or the other party may withdraw from the contract. This also applies if such an event lasts longer than three months. In this case, the consideration shall be immediately reimbursed.
- 3.6. If dispatch is delayed by more than a month after notification of readiness for dispatch and delivery at the customer's request, the customer may be invoiced a flat rate storage fee of 0.5% of the price of the goods, but to a maximum of 5% of the agreed price, for every commenced month. The parties reserve the right to provide evidence of higher or lower storage costs or assert claims for damages.

4. Prices and terms of payment

- 4.1. The agreed prices are fixed prices. They do not include value added tax, if such a tax is even applicable.
- 4.2. If we deliver the goods, the incoming weight is authoritative for the pricing, if the goods are collected by the customer, the outgoing weight ex warehouse is used. If the goods are shipped,



the container weight is authoritative. The authoritative weight must always be determined by full and empty weighing on calibrated scales.

- 4.3. The prices include the standard packaging used by DRH. The customer bears all other incidental costs, in particular for additional packaging and transport insurance, unless otherwise agreed.
- 4.4. DRH issues an invoice for every delivery. If value added tax is payable, it is indicated separately in the invoice in the statutory amount applicable on the day the invoice is prepared.
- 4.5. DRH's receivable is payable immediately upon receipt of the invoice by the customer. Payment is due immediately upon receipt of the invoice without any discount. The receipt of the payment by DRH is authoritative with regard to the timeliness of payment.
- 4.6. In the event of a default of payment as well as in case of reasonable concern of a material deterioration in the customer's financial situation, which poses a threat to DRH's claim, or customer insolvency, DRH is authorised to suspend delivery and demand immediate payment of all existing receivables. If the customer does not settle the receivables within an appropriate period set by DRH, DRH is entitled to withdraw from all as yet unfulfilled contracts. DRH is entitled to make any delivery to the customer dependent on advance payment.
- 4.7. The customer is only entitled to offset claims against DRH or assert rights of retention to the extent that its claim is undisputed or established by law. In addition, the customer is only entitled to assert a right of retention provided that its counterclaim is based on the same contractual relationship.

5. Duty to examine and report defects

The customer must check deliveries for completeness, compliance with delivery documents and the existence of defects in line with standard commercial practice immediately after receipt. The customer must immediately notify DRH of obvious defects as soon as they are detected in the normal course of business, usually within three working days of receipt of the delivery. With regard to concealed defects, this applies from the discovery of the defect. Section 377 of the German Commercial Code (HGB) applies. The full unloading of the delivered goods applies with respect to obvious defects; in any case the goods are considered approved no later than upon their further processing by the customer.



6. Quality of the goods, warranty

- 6.1. DRH shall ensure that the goods have no material defects at the time of the transfer of risk. The customer is required to check the suitability of the goods for the relevant purpose. In particular, deviations from dimensions, weights and qualities agreed in the individual service agreement are not considered defects if they are considered permissible according to standard practice, customs and classifications in the metals trade, published by the Verband Deutscher Metallhändler e. V. (Association of German Metal Traders) in the "Handelsüblichen Bedingungen für die Lieferung von legiertem Eisen- und Stahlschrott" (General conditions for the delivery of alloyed iron and steel scrap) or in the "Handelsüblichen Bedingungen für die Lieferung von unlegiertem Stahlschrott" (General conditions for the delivery of unalloyed steel scrap), published by the Bundesvereinigung Deutscher Stahlrecycling- und Entsorgungsunternehmen e.V., within the scope specified in these documents.
- 6.2. In accordance with the established practices in the metals trade, the following definitions are used to determine the contractual quality of merchandise: "as inspected": the goods must be those that were inspected by the buyer, in this case DRH; "Tel quel": the purchased goods must merely correspond to their contractual material designation based on the classification regardless of their actual metal content and other characteristics; "as per sample": the goods must correspond to the representative samples provided; "as specified": the quality must correspond to the definitions provided for the relevant specification.
- 6.3. If the goods are defective and the customer submits a timely notification, DRH is entitled to rectify the defect or deliver new defect-free goods at its discretion. Alternatively, DRH may offer to reduce the purchase price accordingly for the customer without being subject to any additional conditions.
- 6.4. If differences of opinion exist between DRH and the customer with respect to the defective nature of the goods, DRH is entitled to appoint an expert to take samples of the goods at the customer's location for examination. The customer shall grant the expert access to the goods by prior appointment and support the expert with sampling as necessary. The costs for the expert shall be split equally between DRH and the customer.
- 6.5. The period of limitation for claims for defects is 12 months from the transfer of risk. The regulations concerning liability in clause 7. below as well as Section 478 BGB remain unaffected.



7. Liability

- 7.1. DRH bears unlimited liability in accordance with the legal provisions in case of intent and gross negligence. In the event of a breach of a material contractual obligation, DRH is also liable for simple negligence. In case of simple negligence, liability is limited to the foreseeable, typical damage at the time of conclusion of the contract. Material contractual obligations are all obligations whose fulfilment makes the proper performance of the contract possible in the first place and upon whose compliance the contract partner can regularly rely. In all other respects, liability for simple negligence is excluded. The above limitations of liability also apply if legal representatives or vicarious agents of DRH are at fault.
- 7.2. The above limitation of liability do not apply in case of physical injury, damage to health or death, as well as in case of fraudulently concealed defects and guaranties. Product liability claims are also not affected by the above limitations of liability.
- 7.3. If liability for damages is excluded or limited, this also applies with respect to the personal liability for damages of DRH employees, workers, representatives and vicarious agents.

8. Reservation of title and security rights

- 8.1. DRH reserves ownership of the goods until all claims from the business relationship with the customer have been satisfied. If a current account relationship exists with the customer, the reservation of title also relates to the recognised balance. The same applies to the extent that a balance is not recognised and instead a "causal" balance is established, for instance because the customer has entered insolvency or liquidation. The reservation of title expires once the balance receivable has been settled.
- 8.2. The customer is obliged to handle the goods subject to the reservation of title ("Reserved Roods") with care and store them such that their quality does not deteriorate, and the packaging is not impaired. In particular, the customer is obliged to adequately insure the Reserved Goods against fire and water damage as well as theft at its own expense. The customer hereby assigns the insurance claims to which it is entitled in the event of a claim to DRH and shall notify the insurance company of the assignment.
- 8.3. Pledging the Reserved Goods or their assignment as security is prohibited. The customer is authorised to resell the Reserved Goods in the ordinary course of business; however, it hereby assigns all receivables, which arise in relation to its customers or third parties from the resale, up to the final invoice amount (including value added tax) of the DRH receivable to DRH. This applies



irrespective of whether the Reserved Goods were sold without or after processing. The customer remains authorised to collect these receivables, even after assignment; DRH's authority to collect the receivable itself remains unaffected. However, DRH shall not collect the receivable as long as the customer meets its payment obligations, does not enter into default and no application is made to open insolvency proceedings or it suspends its payments. If this is the case, DRH may demand that the customer provide information on the assigned receivables and their debtors as well as all the information necessary for collection, that the customer submits the associated documents and that it informs its debtors of the assignment.

- 8.4. In the event of a breach of contract by the customer, in particular due to default, DRH is entitled to reclaim the Reserved Goods without first withdrawing from the contract. If these conditions exist, the customer hereby grants DRH the permission to access its business premises and storage areas during usual business hours and take ownership of the Reserved Goods. DRH is entitled to sell the Reserved Goods after they have been reclaimed. The proceeds of the sale must be credited against the customer's liabilities, whereby appropriate costs of sale may be deducted. In addition, DRH is entitled to withdraw from the contract following the unsuccessful expiration of an appropriate grace period.
- 8.5. The customer must immediately notify DRH in writing of any seizures or other encroachments by third parties to allow DRH to commence proceedings in accordance with Section 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to reimburse the court and out-of-court costs associated with legal proceedings in line with Section 771 ZPO, the customer is liable for the resulting losses.
- 8.6. The processing or modification of the Reserved Goods by the customer always takes place on behalf of DRH. If the Reserved Goods are combined with other items that do not belong to DRH, DRH shall acquire joint ownership of the new item in the ratio of the value of the Reserved Goods (the final invoice amount, including value added tax, is authoritative) to the other processed objects at the time of processing. In all other respects, the item created as a result of the processing is subject to the same requirements as the Reserved Goods.
- 8.7. If the Reserved Goods are inseparably mixed with other objects that do not belong to DRH, DRH shall acquire joint ownership of the new item in the ratio of the value of the Reserved Goods (the final invoice amount, including value added tax, is authoritative) to the other mixed objects at the time of mixing. If the objects are mixed such that the customer's item is considered the main item, it is hereby agreed that the customer shall transfer proportional joint ownership to DRH. The customer shall hold the solely owned or jointly owned item for DRH.



8.8. At the customer's request, DRH shall release part of the securities to which DRH is entitled equivalent to the amount by which the realisable value of all securities exceeds the receivables to be secured by more than 10%. DRH is entitled to choose the securities to be released.

9. Final provisions

- 9.1. If the customer is a merchant, legal person under public law or a public fund, the registered office of DRH is the exclusive place of jurisdiction. However, DRH is also entitled to institute proceedings against the customer in any other statutory jurisdiction.
- 9.2. If individual provisions of these Terms and Conditions of Sale are or become partially or completely invalid, this shall not affect the validity of the provisions as a whole.
- 9.3. The law of the Federal Republic of Germany applies exclusively, with the exception of the UN Convention on Contracts for the International sale of Goods.
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