

## I General conditions

### Section 1 Applicability of the Terms & Conditions

1. The deliveries, services and offers of Schuler Rohstoff GmbH are made exclusively on the basis of these General Terms and Conditions of Sale (Terms & Conditions of Sale). These are an integral part of all contracts that Schuler Rohstoff GmbH concludes with its contractual partners (hereinafter also referred to as "Buyer") for the deliveries or services it offers. The Terms & Conditions of Sale shall only apply if the Buyer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
2. The Terms & Conditions of Sale shall apply in the version valid at the time of the Buyer's order or in any case in the version last communicated to it in text form as a framework agreement including for similar future contracts, without us having to refer to them again in each individual case. These Terms & Conditions of Sale shall also apply exclusively and without restriction if Schuler Rohstoff GmbH fulfils the order without reservation in the knowledge that the contractual partner's terms and conditions conflict with or deviate from these Terms & Conditions of Sale.
3. Insofar as special provisions have been agreed with the contractual partner, these shall replace the general provisions.
4. Deviations from these Terms & Conditions of Sale shall only be effective if confirmed in writing by Schuler Rohstoff GmbH.
5. Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of deadlines, notification of defects, cancellation or reduction in price) shall take written form. Written form within the meaning of these Terms & Conditions of Sale includes written and text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the credentials of the declaring party, remain unaffected.

### Section 2 Offer and conclusion of contract

1. The offers of Schuler Rohstoff GmbH are subject to change and are non-binding. The order of the goods by the Buyer is considered a binding contractual offer. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Buyer.
2. All performance data such as drawings, illustrations, dimensions, weights and similar are only approximate and are non-binding. Information about properties of any kind, samples and specimens are merely indications of the quality of the goods. These are only agreed to be exact if this is expressly agreed in writing.
3. Schuler Rohstoff GmbH is not obliged to check the power of representation of the person placing the order, but is authorised to assume that they are legally authorised to represent the company.
4. The information provided by the contractual partner on the waste disposal certificate and the conditions imposed by the authorising authorities form the basis of the contract and are therefore an integral part of it.
5. The nature and quality of the goods are determined in accordance with industry standards in terms of declaration and preparation. It is not possible to guarantee the grade or alloy unit. Further quality claims are excluded.
6. Schuler Rohstoff GmbH does not assume any procurement risk. The provisions of Part II Section 1 clause 2 apply.

### Section 3 Limitation period

1. Notwithstanding Section 438(1) no. 3 BGB, the general limitation period for claims for material defects and defects of title is one year from delivery.
2. The above limitation periods of sales law shall also apply to contractual and non-contractual claims for damages of the Buyer which are based on a defect in the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. The Buyer's claims for damages pursuant to Section 8 para. 2 sentence 1 and sentence 2(a) and pursuant to the Product Liability Act shall expire exclusively in accordance with the statutory limitation periods.

### Section 4 Limitation of liability

1. Claims for damages arising from impossibility of performance, positive breach of contract, culpa in contrahendo and other breaches of contract and from unauthorised acts are excluded both against Schuler Rohstoff GmbH and against its vicarious agents, except in cases of malicious intent or gross negligence.
2. Schuler Rohstoff GmbH shall be liable without limitation for damages resulting from injury to life, body or health which are based on a negligent breach of obligation by Schuler Rohstoff GmbH or on an intentional or negligent breach of obligation by its legal representative or vicarious agent, and in the case of strict liability prescribed by law.
3. Schuler Rohstoff GmbH shall be liable for any other damage caused by an intentional or grossly negligent breach of obligation by Schuler Rohstoff GmbH or by an intentional or grossly negligent breach of obligation by its legal representatives or vicarious agents. In this case, liability is limited to the foreseeable and typical damage at the time of conclusion of the contract.
4. Schuler Rohstoff GmbH shall be liable in the event of wilful or negligent breach of a material contractual obligation only for the foreseeable and typical damage at the time of conclusion of the contract. A material contractual obligation is an obligation which makes the proper fulfilment of the contract concluded with the contractual partner possible in the first place, on which the contractual partner has relied and may expect to rely, and culpable non-fulfilment of which jeopardises the achievement of the purpose of the contract.
5. Claims for damages arising from impossibility of performance, positive breach of contract, culpa in contrahendo and other breaches of contract and from unauthorised acts are excluded both against Schuler Rohstoff GmbH and against its vicarious agents, except in cases of malicious intent or gross negligence.
6. Schuler Rohstoff GmbH shall be liable without limitation for damages resulting from injury to life, body or health which are based on a negligent breach of obligation by Schuler Rohstoff GmbH or on an intentional or negligent breach of obligation by its legal representative or vicarious agent, and in the case of strict liability prescribed by law.
7. Schuler Rohstoff GmbH shall be liable for any other damage caused by an intentional or grossly negligent breach of obligation by Schuler Rohstoff GmbH or by an intentional or grossly negligent breach of obligation by its legal representatives or vicarious agents. In this case, liability is limited to the foreseeable and typical damage at the time of conclusion of the contract.
8. Schuler Rohstoff GmbH shall be liable in the event of wilful or negligent breach of a material contractual obligation only for the foreseeable and typical damage at the time of conclusion of the contract. A material contractual obligation is an obligation that makes the proper fulfilment of the contract concluded with the

contractual partner possible in the first place, on which the contractual partner has relied and may expect to rely, and culpable non-fulfilment of which jeopardises the achievement of the purpose of the contract.

9. In all other cases, the liability of Schuler Rohstoff GmbH is excluded.
10. Insofar as the liability of Schuler Rohstoff GmbH is excluded or limited, this shall also apply to the employees, representatives and vicarious agents of Schuler Rohstoff GmbH.

## Section 5 Deterioration of assets

1. If the contractual partner's assets deteriorate after conclusion of the contract, Schuler Rohstoff GmbH is entitled to fulfil outstanding deliveries and services only in return for provision of security. If the contractual partner is unable to provide the required security within a reasonable period, Schuler Rohstoff GmbH is entitled to withdraw from the contract.
2. The same shall apply if Schuler Rohstoff GmbH becomes aware of facts after conclusion of the contract that give rise to justified doubts about the solvency or creditworthiness of the contractual partner, in particular if the credit insurance of Schuler Rohstoff GmbH refuses to cover the outstanding claims against the contractual partner in whole or in part; this shall not apply if the contractual partner can demonstrate that Schuler Rohstoff GmbH was already aware of these facts when the contract was concluded or should have been aware of them if it had exercised the necessary care.
3. Furthermore, Schuler Rohstoff GmbH is entitled in the above cases to prohibit the resale and processing of the delivered goods and to revoke the collection authorisation on the basis of an agreed retention of title.

## Section 6 Price and terms of payment

### Section 6.1 Deliveries for which Schuler Rohstoff GmbH receives payment from the Buyer

1. Insofar as Schuler Rohstoff GmbH receives payment from the Buyer for the delivery or provision of the contractual materials, the prices of Schuler Rohstoff GmbH shall be understood as net prices, namely - unless agreed otherwise - ex warehouse, plus any applicable statutory value added tax.
2. If the costs on which the price calculation is based change in the case of continuing obligations, in particular wage and ancillary wage costs, energy costs, taxes, duties, relevant raw material price indices and costs for third-party services (e.g. disposal/recycling plants) etc., or if additional costs arise due to changes in statutory regulations, official requirements and/or fees and other charges, Schuler Rohstoff GmbH is entitled to adjust the prices to the changed conditions from the time of the changes before the goods are delivered. The adjustment shall be applied with an explanation of the reason for the change. If the price adjustment leads to a cost increase of more than 10% of the agreed total price, the Buyer is entitled to terminate the contract with a notice period of 4 weeks from the end of the quarter.
3. Unless agreed otherwise, Schuler Rohstoff GmbH's invoices are payable immediately on receipt of the invoice without deduction. However, Schuler Rohstoff GmbH is entitled at any time, including within the framework of an ongoing business relationship, to make a delivery in whole or in part only in return for advance payment. Schuler Rohstoff GmbH shall declare a corresponding reservation on confirmation of the order at the latest.
4. Schuler Rohstoff GmbH is entitled to offset payments against older debts of the contractual partner, despite any provisions of the contractual partner to the contrary. If costs or interest have already been incurred, Schuler Rohstoff GmbH is entitled to offset the payments first against the costs, then against the interest and finally against the principal performance.
5. Payment shall only be deemed to have been made when the amount is at the disposal of Schuler Rohstoff GmbH or has been credited to the account of Schuler Rohstoff GmbH.
6. Cash payments shall only have a discharging effect vis-à-vis Schuler Rohstoff GmbH if they are made to persons who are authorised to collect payments in writing.
7. The Buyer shall be in default on expiry of the payment deadline. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate (currently 9 percentage points above the base rate per annum). Schuler Rohstoff GmbH reserves the right to claim further damages for delay. For merchants, the claim to commercial maturity interest (Section 353 of the German Commercial Code (HGB)) remains unaffected. In the event of default, Schuler Rohstoff GmbH is entitled to discontinue the services 14 working days after receipt of the second reminder.
8. If the contractual partner does not fulfil its payment obligations, suspends payments or Schuler Rohstoff GmbH becomes aware of other circumstances that call the creditworthiness of the contractual partner into question, Schuler Rohstoff GmbH is entitled to declare the entire remaining debt due. In this case, Schuler Rohstoff GmbH is also entitled to demand appropriate advance payments or securities.
9. The contractual partner is only entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed. In the event of defects in the delivery, the Buyer's counterclaims remain unaffected.

### Section 6.2 Deliveries for which Schuler Rohstoff GmbH pays a fee to the Buyer

1. If Schuler Rohstoff GmbH pays a fee to the Buyer for the delivery or provision of the contractual materials, the prices shown are net prices, which shall be paid plus any applicable statutory value added tax.
2. Unless agreed otherwise, the Buyer's invoices are payable within 60 days of receipt of the invoice.

### Section 6.3. Invoicing and issuance of credit notes

1. Unless agreed otherwise, invoices and credit notes shall be issued on the basis of the initial weight of Schuler Rohstoff GmbH. If settlement by the credit note procedure has been agreed, the Buyer is obliged to issue the credit note immediately on receipt of the delivery. The invoice or credit note shall comply with the legal requirements.
2. The invoice or credit note shall include Schuler Rohstoff GmbH's job number. The invoice shall be accompanied by all documents (e.g. weighing certificate, acceptance report, etc.) that are necessary to verify that the delivery has been made in accordance with the contract.
3. The statutory regulations relating to VAT and the issuance of invoices and credit notes shall be observed. On request, Schuler Rohstoff GmbH shall be provided with proof or declarations of the Buyer's entrepreneurial status and these shall be renewed annually. The Buyer shall indemnify Schuler Rohstoff GmbH against all third-party claims asserted against Schuler Rohstoff GmbH on the basis of incorrect information about entrepreneurial status.

## Section 7 Verification management / waste regulations

1. The Buyer shall support Schuler Rohstoff GmbH in providing any necessary verification of the whereabouts of the materials supplied by Schuler Rohstoff GmbH and shall provide Schuler Rohstoff GmbH with the necessary documents on request.
2. Insofar as a VAT exemption or simplification provision applies to cross-border delivery transactions, the Buyer undertakes to provide Schuler Rohstoff GmbH with the necessary evidence on request. Any taxes or ancillary tax payments (e.g. interest, late payment surcharges) incurred by Schuler Rohstoff GmbH as a result of a breach of this obligation to co-operate shall be borne by the Buyer.
3. If the Buyer owes services the fulfilment of which is subject to waste management regulations (e.g. transport, recycling or disposal), the Buyer shall be obliged to comply with the applicable statutory provisions, in particular the provisions of the German Recycling and Waste Management Act, the associated sub-statutory regulations, the state waste management laws and any official orders.

## II Terms and Conditions of Delivery

### Section 1 Delivery and performance time

1. The dates and deadlines specified by Schuler Rohstoff GmbH are non-binding unless expressly agreed otherwise in writing.
2. If Schuler Rohstoff GmbH is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of the service), it shall inform the Buyer of this immediately and at the same time notify the Buyer of the expected new delivery deadline. If the service continues to be unavailable within the new delivery period, Schuler Rohstoff GmbH is entitled to withdraw from the contract in whole or in part; any consideration already paid by the Buyer shall be reimbursed immediately. Non-availability of the service exists, for example, if Schuler Rohstoff GmbH is not supplied in good time by its suppliers if Schuler Rohstoff GmbH has concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if Schuler Rohstoff GmbH is not obliged to procure in individual cases.
3. The start of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the Buyer is required.
4. The rights of the Buyer under these Terms & Conditions and the statutory rights of Schuler Rohstoff GmbH, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment), remain unaffected.

### Section 2 Delivery, transfer of risk

1. Unless agreed otherwise, delivery shall be ex warehouse, which shall also be the place of fulfilment for delivery and any subsequent fulfilment. At the Buyer's request and expense, the goods shall be dispatched to another destination (shipment sale). Unless agreed otherwise, Schuler Rohstoff GmbH is entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself.
2. If the Buyer's registered office and/or the Buyer's place of unloading is located outside Germany, the Buyer shall be responsible for compliance with the cross-border provisions, in particular customs and tax regulations, in the country in question. The Buyer shall inform Schuler Rohstoff GmbH in advance of the delivery of the applicable country-specific provisions and of any changes in good time and without delay. If the Buyer does not fulfil these obligations, the Buyer shall compensate Schuler Rohstoff GmbH for any damages incurred.
3. The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest on handover. However, in the case of shipment sales, the risk of accidental loss and accidental deterioration of the goods and the risk of delay shall pass to the Buyer on delivery of the goods to the forwarding agent, carrier or other person or organisation designated to carry out the shipment. If the Buyer is in default of acceptance, this shall be deemed equivalent to handover.

### Section 3 Determination of weight and quantity; quality

Deviations in dimensions, weight and quality are permitted in accordance with DIN or current practice. Weights shall be determined on the calibrated scales of Schuler Rohstoff GmbH or authorised third parties and are definitive for invoicing. Acceptance of the packaging by the Bundesbahn (German Federal Railway), forwarding agent or freight forwarder shall be deemed proof of the perfect condition of the packaging.

### Section 4 Warranty; obligation to carry out an inspection and report defects

1. The delivered items shall be carefully inspected immediately on delivery to the Buyer or to a third party designated by the Buyer. With regard to obvious defects or other defects that would have been recognisable during an immediate, careful inspection, they shall be deemed to have been approved by the Buyer if the Seller does not receive written notification of the defects (if possible with photographs and analyses) within five working days of delivery. With regard to other defects, the delivery items shall be deemed approved by the Buyer if Schuler Rohstoff GmbH does not receive notification of the defect within five working days of the time at which the defect became apparent; however, if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall be definitive for the commencement of the notification period.
2. Goods about which a complaint has been made shall be separated out and may not be mixed or processed without the consent of Schuler Rohstoff GmbH. The warranty shall lapse if this makes it impossible or unreasonably difficult to rectify the defect.
3. At the request of Schuler Rohstoff GmbH, a delivery item about which a complaint is made shall be returned to Schuler Rohstoff GmbH carriage paid. In the event of a justified complaint, Schuler Rohstoff GmbH shall reimburse the costs of the cheapest shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.
4. In the event of material defects in the delivered goods, Schuler Rohstoff GmbH shall initially be obliged and entitled either to repair or replace the goods, at its discretion and within a reasonable period of time. In the event of failure, i.e. the impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the Buyer may withdraw from the contract or reduce the purchase price appropriately.
5. Warranty claims against Schuler Rohstoff GmbH are only available to the direct contractual partner and are not transferable.

## Section 5 Extended retention of title, transfer by way of security, assignment by way of security

The following provisions of this paragraph shall only apply to transactions in which Schuler Rohstoff GmbH receives payment from the Buyer for the delivery or provision of the contractual materials. They shall also apply if the price structure changes during the term of the contract in such a way that Schuler Rohstoff GmbH then receives a fee for the delivery or provision.

1. Schuler Rohstoff GmbH shall retain title to the goods sold until all current and future claims of Schuler Rohstoff GmbH arising from the purchase contract and any ongoing business relationship (secured claims) have been paid in full.
2. The goods subject to retention of title may not be pledged to third parties or assigned as security until the secured claims have been paid in full. The Buyer shall inform Schuler Rohstoff GmbH immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to Schuler Rohstoff GmbH (e.g. seizures).
3. In the event of a breach of contract by the Buyer, in particular non-payment of the purchase price due, Schuler Rohstoff GmbH is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand return of the goods on the basis of the retention of title. The demand for return shall not include the declaration of withdrawal at the same time; Schuler Rohstoff GmbH is rather entitled simply to demand the return of the goods and reserve the right to cancel the contract. If the Buyer does not pay the purchase price due, Schuler Rohstoff GmbH may only assert these rights if Schuler Rohstoff GmbH has previously set the Buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.
4. The Buyer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business until revoked in accordance with (c). In this case, the following provisions shall apply in addition.
  - a. The retention of title shall extend to the full value of the products resulting from processing, mixing or combining of the goods. If, in the event of processing, mixing or combining goods with the goods of third parties, the right of ownership of those third parties remains in force, Schuler Rohstoff GmbH shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
  - b. The Buyer hereby assigns to Schuler Rohstoff GmbH by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of any co-ownership share of Schuler Rohstoff GmbH in accordance with the above paragraph. We hereby accept said assignment. The obligations of the Buyer stipulated in clause 2 shall also apply with regard to the assigned claims.
  - c. In addition to Schuler Rohstoff GmbH, the Buyer shall remain authorised to collect the claim. Schuler Rohstoff GmbH undertakes not to collect the claim as long as the Buyer fulfils its payment obligations, there is no deficiency in its ability to pay and Schuler Rohstoff GmbH does not assert the retention of title by exercising a right in accordance with paragraph 3. If this is the case, however, Schuler Rohstoff GmbH may demand that the Buyer disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. In this case, Schuler Rohstoff GmbH is also entitled to revoke the Buyer's authorisation to resell and process the goods subject to retention of title.
  - d. If the realisable value of the securities exceeds the claims of Schuler Rohstoff GmbH by more than 10%, Schuler Rohstoff GmbH shall release securities of Schuler Rohstoff GmbH's choice at the Buyer's request.

## III Choice of law and place of jurisdiction

1. These Terms & Conditions of Sale and the contractual relationship between Schuler Rohstoff GmbH and the Buyer are governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
2. If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – and international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Deißlingen. The same applies if the Buyer is an entrepreneur within the meaning of Section 14 BGB. In all cases, however, Schuler Rohstoff GmbH is also entitled to take action at the place of fulfilment of the delivery obligation or at the Buyer's general place of jurisdiction in accordance with these Terms & Conditions of Sale or an overriding individual agreement. Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.