

General purchase conditions for deliveries and services

1. Scope

1.1. The following general purchase conditions shall apply to all deliveries to and all services, in particular material conversion, for CRONIMET Envirotec GmbH, revomet GmbH or revomet Bitterfeld GmbH, each with its registered office at Säurestraße 3, 06749 Bitterfeld-Wolfen, Germany ("Buyer"). The current version of these general purchase conditions for deliveries and services is available at www.cronimet-envirotec.com and www.cronimet.de.

1.2. Any conditions deviating from, added to, or contrary to these general purchase conditions for deliveries and services shall not form part of the Agreement, even if the Buyer is aware of them, unless the Buyer expressly consents to their applicability in writing.

1.3. The term "in writing" or "written" in these general purchase conditions for deliveries and services shall also include electronically signed documents and the sending of an electronic copy of a signed document by email (e.g. PDF scan of a signed document).

2. Orders and Agreement

2.1. Orders shall only be binding if placed by us in writing or in text form.

2.2. The Buyer may revoke the purchase order if the Supplier has not accepted it in writing or in text form by means of an sales order confirmation within two (2) weeks of receipt of the purchase order.

2.3. An Agreement shall only become effective if confirmed by us in writing. This shall also apply to all declarations and notifications made by the Supplier after the conclusion of an Agreement.

2.4. The preparation of orders shall be non-binding and not incur any costs to us.

3. Specifications of material, exclusions from delivery and indemnification

3.1. The Supplier shall deliver all goods free from defects in material and defects in title and shall render all services free from defects in title and defects in material.

3.2. The Supplier shall warrant that all materials supplied have been tested for radioactivity using state-of-the-art measuring equipment. The Supplier shall exclusively deliver materials that did not show any signs of ionised radiation in excess of the natural background radiation within the measurement accuracy of the measuring equipment. The Supplier further warrants that all material supplied has been inspected for explosives, parts suspected of being explosive and reactivity.

3.3. The Supplier shall be fully liable for any damage resulting from the supply or disposal of radioactive, explosive or reactive materials. The Supplier shall also bear the cost of disposing of any non-conforming material.

3.4. Hazardous wastes or hazardous substances (in particular explosive, flammable, oxidising, corrosive, toxic, carcinogenic, toxic for reproduction, mutagenic, harmful, irritant, sensitising and dangerous for the environment), including admixtures and adhesions of such hazardous wastes or hazardous substances, in particular used catalytic converters, industrial and metal sludges, used batteries and accumulators including their foils, cells, modules or packs, black mass, hollow bodies and free liquids (e.g. oil and water), "alveoli-compatible" and inhalable dusts may only be delivered if the Supplier has observed and implemented the relevant regulations and provisions for packaging, labelling, storage and transport and the necessary transport documents as well as official orders and requirements. The Supplier shall ensure that its employees or agents are trained in accordance with their responsibilities. The Supplier shall fully document compliance with all rules and regulations and make such documentation available to the Buyer upon request. The Supplier shall be fully liable for any damage resulting from the transport and delivery of hazardous wastes or hazardous substances.

3.5. Furthermore, hazardous wastes or hazardous substances may only be supplied if this has been expressly agreed in advance between the parties in writing or in text form. Only the agreed material shall be delivered. Any other type of admixture or other deviation must be agreed with the Buyer and the Buyer's consent must be obtained in writing or in text form.

3.6. If there are special requirements for the transportation, storage, recycling or disposal of materials and waste, the Supplier must provide notification of this prior to the conclusion of the Agreement. This applies in particular to official requirements or orders.

3.7. We reserve the right to reject the materials described in this Article 3 and to claim compensation for damages due to the delivery of hazardous materials, in particular if these have not been packed, labelled, stored, transported and delivered with the necessary transport documents in accordance with the relevant rules and regulations and official orders and requirements as described in this Article 3.

3.8. The Supplier shall release us from all third-party claims existing or arising from in connection with the delivery of materials that do not meet the specifications agreed upon in Article 3 as well as from any costs incurred and/or to be incurred in this context.

4. Receipt of goods, notice of defects and liability for defects

4.1. The weight determined on the calibrated scales of the agreed receiving entity shall be binding.

4.2. Following the receipt of the materials and sampling and/or analysis, if appropriate, the Buyer shall send the Supplier an incoming goods receipt

("Incoming Goods Receipt"). In this provision, "sampling" refers to the drawing of a representative sample from a specific quantity delivered to determine the properties agreed upon. "Analysis" refers to the examination of the material using recognized analysis methods to determine its specifications, particularly with regard to the content of metals, materials or substances and other components. The Buyer is entitled to modify the material (e.g. shredding batteries, drying metal sludge, etc.) for the purpose of sampling and analysis.

4.3. The statutory provisions on analysis and obligation to give notice of defects shall apply (Section 377 of the German Commercial Code [Handelsgesetzbuch; HGB]). The deadline pursuant to Section 377 HGB is two (2) weeks from receipt of goods for known defects and two (2) weeks from the uncovering of a defect by the Buyer for unknown defects.

4.4. The sample taken at the time the goods were received and the weight determined pursuant to Article 4.1. shall form the basis for the invoice. If the sample taken at the time the goods were received shows that the quality and quantity of the delivered material differs from the contractually agreed quality and quantity of the material, the sample taken at the time the goods were received shall be deemed as a notice of defects. Any objection by the Supplier ("Objection") against the results of the Buyer's sample taken at the time the goods were received must be raised within two (2) working days. The sample taken at the time the goods were received and notice of defects shall otherwise be deemed to have been acknowledged. All Objections must be raised at least in text form (e.g. email). If the Supplier does not raise an Objection within the specified period, the Buyer may process and/or sell on the material.

4.5. In the case of a dispute about the findings of the sample taken at the time the material was received, the Buyer shall propose an impartial and certified sampler who will take a sample and/or carry out an analysis using the current methods. The report of the impartial sampler shall be deemed to be binding. The Supplier shall bear the cost of preparing the findings.

4.6. We are entitled in full to the claims for defects provided by law; in particular, we reserve the right to demand for the Supplier to either rectify the defect or deliver replacement materials according to our choice, or to withdraw from the Agreement if necessary. Any supplementary performance shall be deemed to be unsuccessful after the first unsuccessful attempt.

5. Dispatch and packaging

5.1. The goods shall be dispatched to the receiving entity specified by the Buyer.

5.2. The Supplier shall inform the Buyer on the actual day of dispatch of the materials by sending a dispatch notice containing the contract number, quality and exact material description and provide all necessary supplementary documents (e.g. Appendix VII "Green List", declaration of conformity, radioactivity certificate, REACH declaration of conformity, safety data sheet, relevant documents in the context of a notification), in particularly also customs forms. All dispatch documents (e.g. freight papers, carriage labels, delivery note, bill of lading) must contain the exact material description, order number, delivery weight and receiving entity.

5.3. If the Supplier does not fulfil the duties stated in Article 5.2., all of the associated risks and/or costs shall be carried by the Supplier.

5.4. Materials, in particular hazardous waste or hazardous substances, may only be transported via the transport route that has been authorised for this purpose and by authorised carriers.

5.5. Packaging must be suitable for shipping, transporting and unpacking the material and, where applicable, comply with legal or regulatory packaging requirements. In the case of hazardous materials, this includes, in particular, the weight limit to be observed per package or group of packages. Unless otherwise agreed or required by law, only disposable or metal packaging shall be used. If the Supplier intends to take back the packaging, he shall inform the Buyer at the time of placing the order.

5.6. If agreed, the Buyer shall provide the Supplier with suitable containers (e.g. waste containers, waste bins) for the collection of materials or waste on a rental basis. Only materials or waste with the agreed declaration may be placed in the containers. The Supplier shall treat the containers with care, secure them and return them undamaged. The containers shall remain the property of the Buyer. The Buyer shall be entitled to exchange the containers for other suitable containers at any time. In the case of containers with an expiry date, the Supplier is obliged to exchange them for new containers at the Buyer's before the expiry date. In the event of termination of the Agreement, the Buyer shall be entitled to collect the containers immediately. The costs of cleaning contaminated or dirty containers shall be charged to the Supplier if they exceed the usual cleaning costs. The Buyer will charge a rental fee for the containers. The rental agreement ends when the Buyer confirms the return of the containers. Any damage will be charged to the Supplier. The Supplier shall report any damage to the Buyer immediately upon delivery. If an official permit is required for the installation of the containers (e.g. for installation in public areas), the Supplier shall obtain this at its own expense. The Buyer shall be solely responsible for ensuring that the containers provided are safe for traffic and for clearing and gritting the area around the sites.

5.7. Supplier shall obtain written confirmation of delivery from the specified receiving entity.

5.8. The statutory provisions, particularly the provisions on the dispatch of hazardous goods and the applicable environmental laws, shall be complied with during transportation. The Supplier shall fulfil all applicable requirements and implement the measures stated in the REACH directive with regard to the material to be supplied to the Buyer.

6. Lieferung, Liefertermine und Fristen

6.1. Unless otherwise agreed in the order, the material shall be delivered and dispatched DAP (Delivered at Place; INCOTERMS® 2020 or their applicable version).

Partial deliveries shall only be approved upon explicit agreement and if deliveries exceed common contractual transportation sizes. The remaining quantity shall be indicated for all partial deliveries agreed upon.

6.2. Delivery dates agreed upon and delivery deadlines shall be deemed binding and represent an essential contractual obligation. Unless agreed otherwise in writing or in text form, the delivery deadline starts on the day the legally binding order is placed. All orders shall generally be delivered immediately if no delivery date or deadline has been agreed. The receipt of materials at the receiving entity specified by us shall be used as a basis to determine the fulfilment of delivery dates and deadlines. This shall also apply to all dispatch documents and other certificates required for the fulfilment of the delivery obligation. Non-compliance with these deadlines shall be deemed to be a serious violation of the agreement by the Supplier.

6.3. The Supplier shall inform us immediately of any discernible delays in the delivery of materials.

6.4. The Buyer may make a "covering purchase" if deliveries are delayed. A covering purchase is the purchase of similar materials with the same or similar technical specifications in the same volume of the undelivered or unusable materials at the market prices applicable at the time of the covering purchase.

7. Prices, invoices and payment

7.1. Unless agreed otherwise, the specified price includes dispatch and packaging.

7.2. All of the Supplier's receivables shall only become payable upon the provision of an auditable invoice that meets our specifications and once the Supplier has fulfilled the entire order without any defects. The invoice must contain the order number, commission number, receiving entity, complete product text/item description/service description, quantity and quantity units and the VAT ID number. If the delivery is exempt from taxes and customs duties, this shall be stated on the invoice.

7.3. If the Supplier has not agreed otherwise or offered more favourable conditions, payment shall be due within 30 days. Payment terms shall commence upon receipt of the invoice, but not before receipt of the material or full performance of the service.

7.4. If early delivery or early performance has been taken, the payment term is based on the agreed delivery date.

7.5. If it becomes necessary to return the material due to poor quality, the Supplier shall refund any payments already made by the Buyer for this material immediately plus interest due in the amount of 5 percentage points above the applicable base rate ("Refund"). The Buyer may retain all or part of the material until a full refund has been made.

8. Retention of title

8.1. We shall only recognize a simple retention of title by the Supplier if the ownership of the material is transferred to us upon payment and we may sell on and transfer the material during proper operations. Special forms of retention of title, particularly extended and prolonged retention of title, current account retention and multiple reservation shall not be accepted. We shall not accept any adverse business terms of the Supplier and we herewith explicitly reject any such terms. They shall not form part of the Agreement.

8.2. Due to the retention of title, the Supplier may only demand the release of the material if it has first withdrawn from the Agreement.

8.3. Insofar as the Supplier provides services, in particular material conversion, for the Buyer, the Buyer shall remain the owner of the material. The Supplier shall store the material delivered to it properly and spatially separated from other goods of third parties, clearly mark it as the property of CRONIMET Envirotec or Revomet or Revomet Bitterfeld and and keep it free from encumbrances by third parties.

9. Assignment and settlement netting

9.1. The Supplier shall not assign amounts receivables from and claims against the Buyer to third parties without obtaining the prior written consent of the Buyer.

9.2. Buyer shall be entitled to set off all of its own receivables and the receivables of affiliated companies with the receivables of the Supplier and its affiliated companies.

9.3. Only claims that are undisputed or whose legal validity has been confirmed may be set off with the Supplier's counter.

10. Insurance for services

Insofar as the Supplier provides services, in particular material conversion, for the Buyer, the Supplier is obliged to insure the material at its own expense against fire, water, theft and damage, to submit proper proof of the existence of insurance coverage within ten (10) days upon conclusion of the Agreement and to maintain the insurance cover during the term of the contract. The Supplier shall insure the material at replacement value.

11. Export controls, Compliance and Supplier Code of Conduct

11.1. The Supplier shall be solely responsible to ensure, in particular, that the material to be delivered by the Supplier or parts thereof are not subject to national and/or international export restrictions. If the material or parts thereof are subject to such export restrictions, the Supplier shall obtain the necessary global export licenses at its own cost.

11.2. The Supplier shall inform the Buyer of any authorization requirements for the (re-) export of its goods pursuant to German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documentation.

11.3. The Supplier shall comply with all applicable laws, regulations, rules and provisions during the manufacture and sale of the material.

11.4. The Supplier hereby declares that he has fully read and understood the rules and regulations contained in the Supplier Code of Conduct (available on the website www.cronimet.de). The Supplier undertakes to act responsibly and to comply with the principles/requirements of the Code of Conduct as well as to communicate the contents of this Code of Conduct to employees, agents and subcontractors in a manner understandable to them and to take all necessary precautions for the implementation of the requirements.

11.5. If there are reasonable grounds for suspecting a breach of the Supplier Code of Conduct, the Buyer may terminate the business relationship with the Supplier with immediate effect on the basis of the existing contractual or statutory rights. In the event of a breach of the Code of Conduct, the Buyer reserves the right to take further legal action, in particular to claim damages.

12. Place of fulfilment and legal venue

12.1. The place of fulfilment of the delivery shall be the receiving entity specified by the Buyer.

12.2. In addition to these general purchase conditions for deliveries and services and the individual Agreements concluded within its scope, German law shall apply exclusive of the United Nations Convention on Contracts for the International Sale of Goods (GISG) and international private law. The pre-conditions for and effectiveness of the retention of title are subject to the laws governing the respective places of goods storage insofar as they render the selection of German law impermissible or ineffective.

12.3. If the Supplier is a business person within the meaning of the German Commercial Code [Handelsgesetzbuch; HGB], a legal entity under public law or a special fund under public law, the exclusive (and international) legal venue for the adjudication of any disputes arising from the contractual relationship shall be the location of the Buyer's registered office. However, we may also lodge a claim at the place of fulfilment of the delivery obligation.

12.4. If a provision of these general purchase conditions for deliveries and services is or becomes ineffective, this shall not affect the effectiveness of the other provisions.

Data protection law information for business partners and prospective business partners

Dear Sir/Madam,

We inform you with these data protection information about the processing of your personal data in the context of contractual relationship or contract initiation.

A. The party responsible for data processing

Following companies come into question as a party responsible for data processing depending on the contractual relationship or contract request:

CRONIMET Envirotec GmbH Säurestr. 3 06749 Bitterfeld-Wolfen Germany +49 (0) 3493 27899-30 info@cronimet-envirotec.com	revomet GmbH Säurestr. 3 06749 Bitterfeld-Wolfen Germany +49 (0) 3493 27899-30 info@revomet.com
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revomet Bitterfeld GmbH
Säurestr. 3
06749 Bitterfeld-Wolfen
Germany
+49 (0) 3493 27899-30
info@revomet.com

You can reach the data protection officer by post at the above address by stating "Data protection officer" or by email (datenschutz@cronimet-envirotec.com).

B. Data categories, purposes and legal basis of processing

We process your personal data which we receive from you within the scope of the business relationships or contract initiation. This is generally contact data (name, address, telephone number and email address) and, if required as part of the business transaction, bank and payment (transaction) data (bank, account details, reference, and credit card information if applicable), information from publicly available sources, information databases and credit check agencies (e.g. Internet, trade register, credit agencies) as well as other data, which you voluntarily provide us with within the scope of processing a project or a contractual relationship within the scope of contract negotiations (e.g. business cards). We process your personal data exclusively within the scope of the legal terms, particularly under consideration of the regulations of the General Data Protection Regulation ("GDPR") and the Federal Data Protection Act ("BDSG"). We process your personal data on the basis of the following described legal bases and for the purposes of

- ❖ contract negotiation, contract implementation and termination of the contractual relationship (Art. 6 para. 1 sent. 1 lit. b GDPR) e.g. fulfilment of a contract (e.g. delivery or performance of a service and payment transaction), general communication with business partners e.g. answering enquiries about products and services, contract negotiations etc.;
- ❖ based on consent given (Art. 6 para. 1 sent. 1 lit. a GDPR), e.g. despatch of newsletters or information correspondence, participation in marketing campaigns or surveys etc.;
- ❖ based on legal stipulations (Art. 6 para. 1 sent. 1 lit. c GDPR), e.g. to fulfil trade law or tax law retention obligations, to fulfil reporting or information obligations towards authorities, etc.;
- ❖ based on a legitimate interest (Art. 6 para. 1 sent. 1 lit. f GDPR), e.g. measures for IT security or measures to ensure proper business operations, to protect the company code, for the protection of property and the investigation of criminal offences, to enforce legal claims or defend legal disputes, to ensure compliance requirements, etc.

As we also use the contact data of the person you have nominated to us as a contact partner, we ask you to pass on this information to the affected employees within your company.

C. Recipients or categories of recipients of personal data

We transmit your personal data to authorities/public bodies if required due to primary legal regulations. If necessary, we transmit your personal data to companies within our company group if required to fulfil the purposes stated above in section B.

We employ external service providers for various business transactions as assignment processors in terms of Art. 28 GDPR. We have concluded Data Processing Agreements with these service providers to ensure that your personal data is protected. The above described recipients may also be located in countries outside of the European Economic Area ("third countries"). Third countries may not have the same level of data protection as in the European Economic Area. If data transmission takes place in a third country, we ensure that this transmission only takes place according to the terms of the legal regulations (chapter V GDPR).

D. Duration of storage

Personal data is generally deleted after expiry of the legal (primarily trade and tax law) retention periods. If personal data is not affected by legal retention obligations, it will be deleted once it is no longer required for the described purposes in the above section B. A different storage period can occur if you have consented to collection of the data.

E. Rights of data subjects

You have the right to receive information about your personal data we have saved, the right to arrange for incorrectly saved personal data to be corrected or, if relevant, to change or revoke your consent to data processing at any time, including without providing a reason with future effect, the right to restrict the processing of your personal data with future effect, **to revoke the processing of your personal data** with future effect or to demand the deletion of your personal data. Under the conditions set out in Art. 20 GDPR, you have the right to receive the personal data concerning you, which has been saved, in a structured, commonly used and machine-readable format and the right to transmit that data to another responsible party without hindrance on our part.

In addition, you may contact our data protection officer mentioned in section A. above. In order to avoid possible cases of misuse, we may require that inquiries be accompanied by a handwritten signature or that the inquirer otherwise legitimize himself.

Furthermore, without prejudice to any other administrative or judicial remedy, every data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement, if the data subject considers that the processing of personal data relating to him or her infringes the GDPR.