



## General Terms and Conditions of Purchase Speira Recycling Services Germany GmbH

### 1. Scope of Application

1.1 These General Terms and Conditions of Purchase (GTCP) shall apply to all contracts for deliveries and services concluded with the Supplier with regard to purchase orders or in any other form. Deviating general terms and conditions (GTC) of the Supplier shall only apply if we have expressly agreed to their validity in writing (telecommunication transmission via e-mail or fax shall suffice).

1.2 The Supplier's GTC shall have no effect even if we have not objected to them in individual cases. Acceptance of deliveries, services or their payment shall not imply acceptance of the Supplier's GTC. If the Supplier has accepted our GTCP, then these shall also apply to future contracts with the Supplier.

1.3 The GTCP shall apply in the respective contractual language chosen between us and the Supplier, even if they were also available to the Supplier in other versions.

1.4 The suppliers addressed by these GTCP shall be entrepreneurs within the meaning of Section 14 of the German Civil Code [BGB].

### 2. Inquiries, Offers, Purchase Orders

2.1 The preparation of offers or cost estimates by the respective Suppliers shall be done so free of charge for us and not oblige us to conclude a contract.

2.2 If the Supplier deviates from our inquiry in terms of the content in an offer, then the Supplier must expressly indicate this and offer us as an alternative an equivalent replacement of these services or products, and an alternative to any other deviation from our desired terms (e.g. delivery terms, prices). We shall not assume any costs and shall not pay any remuneration for visits, planning and other preliminary services provided by the Supplier in connection with the submission of offers, unless this has been separately agreed by us with the Supplier in individual cases.

2.3 Purchase orders, their modification or amendments, as well as other agreements made in connection with the conclusion of a contract shall be binding if they are submitted or confirmed by us in writing.

2.4 Insofar as a contract has not yet been concluded with the written purchase order, then the Supplier shall confirm the entire contents of the purchase order to us in writing as soon as possible.

### 3. Terms of Delivery, Prices, Invoice, Payment

3.1 Unless otherwise agreed, deliveries shall be made "DDP Place of Destination, Incoterms®2010." The delivery shall be accompanied by all of the documents and certificates to be submitted at the same time as the delivery.

3.2 Unless otherwise agreed, prices shall be understood to mean arrival of the deliveries at the place of destination. They cover all of the deliveries and

services which the Supplier has agreed to perform in order to satisfy the Supplier's obligations at the agreed place of destination and include the granting of rights of use for the intended purpose of the contract. In the case of agreed or legally prescribed acceptance, each contracting party shall bear the costs incurred by it in relation to the place of acceptance.

3.3 Invoices shall be submitted separately as a single copy for each purchase order, while stating the purchase order data, following complete delivery free of defects or after the acceptance thereof, if such is agreed or provided for by law. We may return invoices without a purchase order number to the Supplier unprocessed.

3.4 Unless otherwise agreed in writing, payment of properly submitted verifiable invoices shall be made within 14 days with 2% discount or within 30 days net after receipt of invoice. The period to pay invoices shall commence upon receipt of the invoice, but not before complete faultless performance of the contract and/or the acceptance if such is contractually agreed or provided for by law.

#### **4. Shipping Instructions, Packaging, Transport Insurance, Origin of Goods, RoHS Directive**

4.1 A dispatch note/delivery note shall be sent to the recipient for each delivery on the day of dispatch. The purchase order number and the consignee specified in the purchase order must be indicated in all shipping documents.

4.2 Unless otherwise agreed the Supplier shall, in addition to the obligations under "DDP", take out transport insurance at the Supplier's own expense. If the delivery involves hazardous goods that are subject to special national and international shipping regulations, then the Supplier shall package, label and ship such according to the place of destination in compliance with the relevant regulations.

4.3 If rules of origin in accordance with EU preferential agreements have to be fulfilled for the delivery, then the Supplier shall provide us with the corresponding proof of preference, such as a declaration of origin or movement certificate. Otherwise the Supplier shall inform us of the non-preferential origin of the goods delivered.

4.4 If goods from bilateral or multilateral preferential agreements are supplied or if unilateral conditions of origin of the Generalized System of Preferences for Beneficiary Countries (GSP) have to be fulfilled, then these must be complied with.

4.5 If the Supplier makes declarations about the origin of the goods, then the Supplier shall be obliged to enable the customs authorities to check them, to provide information and the necessary confirmations.

4.6 In particular, the Supplier shall be obliged to check deliveries of goods for compliance with the respective current EU RoHS Directive on the use/prohibition or restricted use of certain hazardous substances and to submit a written declaration of conformity at our request.

4.7 The Supplier shall take back transport packaging at the place of destination of the deliveries free of charge.

4.8 The Supplier shall also comply with the aforementioned provisions of this Clause 4 if the Supplier's delivery and performance obligations do not end with

delivery, but rather if the Supplier has assumed further obligations, such as installation and/or an acceptance has been agreed or is provided for by law on the basis of contract-typological classification.

## **5. Deadlines, Dates, Contractual Penalty**

5.1 Agreed deadlines and dates shall be binding. Decisive for their observance shall be receipt of the complete delivery and/or service free of defects along with the documentation and other documents owed in relation to the deadline/date at the place of destination or successful acceptance if such has been agreed or provided for by law. Any plans, calculations or other documents owed to us which we must approve in advance shall be made available to us, even if this has not been expressly agreed, in good time so that the contractual deadlines and dates can be met.

5.2 Early deliveries/services or partial deliveries/services shall require our prior written consent. Such consent in individual cases shall not have the consequence that payments become due earlier or that we bear additional costs for multiple deliveries. We may refuse acceptance in the event of premature delivery or partial delivery without our prior written consent.

5.3 As soon as the Supplier realizes that the agreed deadlines and dates cannot be met in the time specified, either in part or as a whole, then the Supplier shall immediately inform us, stating the reasons and the expected duration of the delay. Corresponding notifications shall have no influence on the course of the deadlines and dates and shall not affect the statutory rights and claims to which we are entitled in the event of breach of contract such as delay.

5.4 If the agreed deadlines or dates are exceeded, then the Supplier shall be in default – even without a reminder if dispensable for statutory reasons – insofar as the delay was not caused due to a circumstance for which the Supplier is not responsible. The Supplier shall only invoke the absence of documents to be made available by us and which are necessary for performance if the Supplier has not received the documents from us despite stipulation of a reasonable deadline.

5.5 Unconditional receipt or acceptance shall not constitute a waiver of any rights and claims due to default. If a contractual penalty has been agreed and incurred, then we may assert such until maturity of the final payment without requiring reservation in accordance with Section 341 Paragraph 3 of the German Civil Code [BGB].

## **6. Ownership, Industrial Property Rights, Copyright, Secrecy**

6.1 Drawings, samples and other documents as well as aids which we provide to the Supplier for the execution of purchase orders shall remain our property or the property of the holders of the rights. They may only be used as intended to fulfill the respective contract and shall be returned to us at any time upon request.

6.2 In particular, the Supplier shall be obliged to respect copyrights and other industrial property rights to which we or third parties have rights of use or exploitation. Their use or exploitation shall only be permitted for the contractually agreed purposes. If the Supplier employs third parties for

performance of the contract, then the Supplier shall ensure that the latter observe such rights, even if we have approved them.

6.3 Products made from documents, drawings, models and other supplies designed by us or made according to our specifications may not be used or exploited by the Supplier for the latter's own purposes or those of third parties. The Supplier may neither offer nor deliver them to third parties without obtaining our prior written consent.

6.4 The Supplier shall maintain secrecy with regard to any documents, information on supplies and our other know-how made available and which become known to the Supplier during the course of the business cooperation, and the Supplier may not make them available or bring them to the attention of third parties without our express written consent, except in the case of mandatory disclosure obligations under the law and in the case of official or court orders. Third parties employed by the Supplier to fulfill the contract shall be expressly obliged to observe secrecy if it is imperative that they be made aware of the protected know-how. The Supplier shall maintain secrecy with regard to any knowledge and results obtained through Supplier's use; this shall not apply if such is or was already accessible to the public without the Supplier's involvement or is or becomes generally known to the public.

## **7. Quality of the Delivery/Service**

7.1 The Supplier shall provide its deliveries and services free of defect. These must have the agreed quality features as well as the warranted values and attributes and fulfill the intended use owed. The Supplier shall also be responsible for ensuring that deliveries and services comply with the respectively current state of the art and codes of practice and that qualified personnel for whom the required certificates of qualification are available are deployed for services or products provided, in particular if these are required by the authorities for performance of the services owed. Deliveries shall be equipped with the prescribed safety devices. Safety regulations shall be observed by the Supplier. Relevant environmental protection, hazardous substances, dangerous goods and accident prevention regulations and occupational safety requirements must be observed. The provisions of the German Product Safety Act [ProdSG] shall be observed. The Supplier shall comply with any special safety and hygiene regulations applicable at the place of performance and brought to the Supplier's attention.

7.2 The release of drawings, samples and other documents submitted to us (e.g. documents, specifications) shall not affect the Supplier's responsibility for proper, complete and faultless performance of the contract.

7.3 If the EU "REACH Regulation" applies to the delivery or components of the delivery, then the respective substances must be pre-registered, registered or authorized and other requirements resulting from this, such as the submission of a safety data sheet, must be fulfilled. These must be presented with the invoice at the latest and shall be a precondition for the processing and eventual payment of invoices.

7.4 The Supplier shall fulfill the necessary prerequisites of EU law and the current implementation regulations and standards for machinery and equipment or other supplies for which mandatory directives prescribe CE marking. In particular, the risk analyses required by the relevant directives must be carried

out, documentation prepared and supplied by Supplier. Their submission is a precondition for fulfillment of the contract and prevents acceptance by us if such is agreed or provided for by law, e.g. the EU Declaration of Conformity for complete machines and plants or, in the case of "incomplete machines", the Declaration of Incorporation.

7.5 The Supplier shall ensure that persons deployed by the Supplier on our factory premises comply with the general safety regulations communicated to the Supplier as well as – insofar as available – the safety sheets relating to the respective factory premises relevant to the Supplier's services and that all occupational safety and environmental protection requirements are complied with. Hazardous materials may only be used within our company, if required and following advance consultation with us and must be properly labeled.

## **8. Statutory Minimum Wage [MiLoG], German Law on the Posting of Workers [AEntG], Prohibition of Illegal Employment**

8.1 The Supplier shall be obliged to ensure that the staff employed by the Supplier or the latter's subcontractors to execute contracts for us receive the statutory minimum wage or, if the services to be rendered fall within the scope of a European directive on the posting of workers and/or the AEntG, in particular in the case of assignments from abroad or to foreign countries, the respectively prescribed working conditions, depending on the duration of their assignment. The Supplier shall also comply with the other collective and statutory obligations to pay contributions to social insurance institutions, employers' liability insurance associations and other institutions and, in the case of subcontractors employed, must request evidence that they comply with the current requirements.

8.2 If justified claims are asserted against us due to non-compliance with the Supplier's obligations in accordance with Subclause 8.1, then the Supplier shall indemnify us against these claims and/or compensate us for the damages or costs incurred.

8.3 The Supplier shall refrain from illegal employment or commissioning illegal employment of any kind whatsoever and undertakes to oblige its subcontractors to comply with these rules as well.

## **9. Notification of Defects, Rights in the Case of Defects, Limitation Period**

9.1 Insofar as the commercial obligation to examine and provide notice of defects in accordance with Section 377 of the German Commercial Code [HGB] applies, our obligation shall be limited to the inspection of the goods with regard to quantity and identity, externally recognizable transport or packaging damage as well as random inspection of the goods with regard to their essential characteristics, insofar as this is reasonable. If obvious defects are recognizable, then we shall immediately notify the Supplier in this regard, within 5 days following delivery at the latest, and for other defects immediately after their discovery. The values determined at the place of receipt shall be decisive in cases of doubt with regard to quantities, weights and dimensions.

9.2 In the event of defects and in the event of a warranty claim in accordance with Section 443 of the German Civil Code [BGB], we shall be entitled to the statutory rights based on defects. If an acceptance (statement of fulfillment)

has been contractually agreed or provided for by law, then we may refuse to declare acceptance and withhold an advance payment linked therewith if the service has not been rendered in full or is defective. This shall also apply in the event of an agreed acceptance date or if the Supplier has stipulated a deadline for acceptance.

9.3 If the warranty claims go beyond the statutory rights in the case of defects, then these shall remain unaffected. A period of 24 months shall run for the warranty claims subject to the statute of limitations, which shall commence upon delivery and/or performance or acceptance if such is agreed or provided for by law. Longer statutory limitation periods for the limitation of claims based on defects and the term and course of the regular statutory limitation period in accordance with Section 199 of the German Civil Code (BGB) shall remain unaffected.

9.4 If a defect becomes apparent within the limitation period, then we shall be entitled at our discretion to demand subsequent performance through reworking, subsequent delivery or new production within a reasonable period of time. The place of subsequent performance shall be the place of delivery, the place of acceptance or another final place of shipment if the latter was known to the Supplier. The Supplier shall be responsible for all of the expenses incurred in connection with determination and elimination of defects, including those incurred on our premises; in particular inspection costs, dismantling and reassembly costs, removal costs of the defective parts, if applicable, labor and material costs as well as transport and other subsequent performance costs for replacement of defective parts.

9.5 If we have incorporated or attached a part which proves to be defective into or on another item in accordance with its type and intended use, then the Supplier shall reimburse us for the necessary expenses incurred within the scope of subsequent performance if the defective part has been removed and installed as a reworked part or a newly delivered part free of defect has been installed or attached to the respective item again.

9.6 In urgent cases, if the Supplier was unable to be reached and there is a risk of disproportionately high damage, we shall have the right to remedy the defect at the Supplier's risk and expense or to have it remedied by third parties. We shall immediately inform the Supplier of such measures.

9.7 If subsequent performance has not taken place within a reasonable specified period of grace, has failed or if stipulation of a grace period was dispensable, then we may withdraw from the contract in accordance with statutory provisions and require damages or compensation in lieu of performance, compensation for futile expenses or a reduction in price.

## **10. Use of Subcontractors, Assignment, Set-off, Retention**

10.1 The use of third parties for performance of the contract or their exchange shall require our prior written consent. If the Supplier plans to use such third parties, then the Supplier shall inform us of this at the time of submitting the offer.

10.2 The Supplier may only assign rights and obligations arising out of the contract concluded with us to third parties with our prior written consent.

10.3 The Supplier shall only be entitled to set off claims that are undisputed or have become res judicata. The Supplier shall only be entitled to a right of retention if the claim for which the right of retention is asserted originates from the same contractual relationship.

## **11. Transfer of Ownership, Granting of Rights of Use, Infringement of Industrial Property Rights of Third Parties**

11.1 Ownership of deliveries shall pass to us in accordance with statutory provisions. We object to the Supplier's retention of title provisions insofar as these go beyond the simple retention of title. They shall require a prior written agreement in individual cases. Should it nevertheless occur that subcontractors assert rights of ownership, co-ownership rights or rights of lien towards us or have enforcement measures carried out, we shall assert claims against the Supplier for all damages incurred by us as a result.

11.2 The Supplier shall ensure that we receive the rights of use required for the purposes of use in accordance with the contract without restriction and that we do not infringe upon copyrights, patents or other industrial property rights of third parties when using or selling the Supplier's deliveries and/or services accordingly.

11.3 The Supplier shall indemnify us against all claims justifiably made against us due to infringement of an industrial property right and shall bear the costs of safeguarding the rights if these claims are based on a culpable breach of duty by the Supplier. In the event of a claim asserted against us, we shall inform the Supplier immediately.

## **12. Non-contractual Product Liability, Insurance**

12.1 The Supplier shall indemnify us against all claims of injured parties arising out of product liability if these are attributable to a defect in the delivery and/or service provided by the Supplier. Under the same prerequisites, the Supplier shall also be liable for all damages and costs incurred by us in such cases as a result of appropriate and legally necessary precautionary measures, e.g. public warnings or recalls. Our right to claim our own damages and costs against the Supplier shall thereby remain unaffected.

12.2 The Supplier undertakes to insure corresponding risks to an appropriate amount, to maintain the insurance cover as long as a claim by us is to be expected and to prove this to us on request by presenting the Supplier's insurance policy or a detailed written confirmation of the amounts by Supplier's insurance company evidencing such coverage.

## **13. Data Protection**

The Supplier shall be obliged to comply with the respectively applicable provisions of the EU GDPR ("EU- DSGVO") and the German Data Protection Law, in particular with regard to the processing of personal data. If fulfillment of the contract requires that the personal data provided by us to the Supplier be transferred to third parties, then the Supplier shall oblige such third parties to comply with the provisions governing data protection. We shall be entitled to process any and all data provided to us by the Supplier in compliance with the

respectively applicable data protection regulations, even if personal data is involved.

#### 14. Code of Conduct

Speira Recycling Services GmbH has drawn up a Code of Conduct to which all employees and members of management at the company must adhere. The Supplier shall also be obliged to comply with the rules set forth therein and shall encourage the Supplier's staff to do so. When selecting subcontractors or sub-suppliers, the Supplier shall ensure that they have established appropriate rules of conduct.

#### 15. References/Advertising

The Supplier shall not be entitled to use information about an intended or existing contractual cooperation with us for reference or marketing purposes without our written consent. Photographing on our property and business premises as well as the use and/or publication of information of any kind whatsoever about our company is also prohibited without our written consent, unless such information is already accessible to the public.

#### 16. Place of Performance, Applicable Law, Place of Jurisdiction

16.1 Place of performance for all the Supplier's obligations shall be the place of destination or the place of acceptance if such a place has been agreed or is provided for by law.

16.2 German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods from April 11, 1980 [CISG] shall be excluded.

16.3 The place of jurisdiction shall be Grevenbroich, Germany. However, in the event of a legal dispute, we shall also be entitled, at our discretion, to bring action before any other court having jurisdiction in accordance with statutory provisions.

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