

General Terms and Conditions of Purchase

1. Scope

The following Terms and Conditions of Purchase will apply exclusively to all purchasing transactions undertaken by all group companies of the Steil Group, i.e. Theo Steil GmbH & Co KG, Steil Entsorgung GmbH, Gotra GmbH in Luxembourg, Theo Steil GmbH Schrott- und Metallgroßhandel as well as Betreibergesellschaft Nordbahn GmbH, hereinafter commonly referred to as "the Buyer", in dealings with companies in the sense of Paragraph 14 of the German Civil Code (BGB), legal entities and legal special funds. The Buyer will not acknowledge the Seller's terms and conditions of business unless the Buyer has expressly agreed to their validity in writing. The General Terms and Conditions of Purchase will also apply if the Buyer accepts offers without reservation in the knowledge of conflicting or deviating terms and conditions of business applied by the Seller. The General Terms and Conditions of Purchase will also apply to future transactions with the Seller.

2. Conclusion of contract

Orders from the Buyer will only be binding if the Buyer has placed them in writing or by e-mail. Verbal and telephone orders as well as additions and changes to a purchase order (order) will only be effective if the Buyer confirms them in writing or by e-mail.

3. Acceptance

1. Each order is accepted by returning the confirmation copy of the order. Any confirmation by the Seller which deviates from the order constitutes a new offer which requires the Buyer's renewed written consent. Changes and additions require the written consent of the Buyer.
2. The Buyer will no longer be bound by the order if it is not accepted by the Seller within 14 days from the date of the order in accordance with the provision in paragraph 1.

4. Deliveries / no transferability / delay

1. Punctual fulfilment is crucial for orders from the Buyer. The Seller will make deliveries in the quantities and at the times specified in the order or in the release statements issued by the Buyer. Compliance with the delivery date will be determined by the receipt of the goods at the destination specified by the Buyer. If the Seller defaults on any delivery under the delivery schedule, the Buyer may, in addition to its other rights, (i) make arrangements for a prompt method of shipment and (ii) recover from the Seller all costs incurred by the Buyer and/or its customers for production delays due to the failure to comply with the delivery schedule.
2. In the event of a delay in delivery, the Buyer will be entitled to claim a penalty of 0.3% of the value of the delayed delivery for each working day (Saturdays will not be considered working days in these Terms and Conditions of Purchase) of the delay in delivery, up to a maximum of 5% of the value of the delivery in question. The Buyer will be entitled to assert a claim for payment of the contractual penalty in addition to performance; the right to assert the contractual penalty will be deemed to have been done on time if it is declared to the Seller within 10 working days at the latest, calculated from the date of receipt of the delayed delivery. The Buyer is entitled to assert further claims and rights. Any contractual penalty paid will be set off against any claim for compensation.

3. The Seller may only rely upon the absence of necessary documents, data or materials to be provided by the Buyer as an argument in its defence if it has sent a written reminder and has not received them within a reasonable period of time.
4. Unless otherwise agreed, the goods will be shipped in accordance with the relevant order DDP (Incoterms 2020) to the destination specified by the Buyer. The Seller will bear the risk of accidental loss and deterioration of the goods and all charges, including freight, packaging, duties, taxes and other expenses. Partial deliveries are only permitted with the prior written consent of the Buyer.
5. The Buyer reserves the right to return bulky packaging, empty containers, packs, crates, etc., which were used by the Seller when the goods were dispatched to the Buyer, regardless of any transport or other wear and tear, carriage paid to the Seller against a corresponding credit note. Deviations by the Seller from the provisions of the applicable statutory regulations regarding packaging, including the German Packaging Ordinance (VerpackV) as amended, require the prior written consent of the Buyer and will be disposed of at the expense of the Seller.
6. Each delivery is to be accompanied by a delivery note in duplicate containing all the details of the Buyer's order in question, in particular order number and date, part number, batch number and item number. Partial and remaining deliveries are also to be marked as such.
7. The Buyer will not be liable for the accidental loss or deterioration of excess deliveries or goods delivered prematurely. In the case of deliveries in accordance with the first sentence, the Buyer may return the goods to the Seller at the Seller's risk or store the goods at the Seller's risk and expense. Payments are only due at the agreed time.
8. No part of an order from the Buyer may be transferred or subcontracted by the Buyer without the Buyer's prior written consent. The Seller will be liable for compliance with all rights and duties under the order by any suppliers, second-tier suppliers and/or subcontractors as if at its own fault.
9. Unless otherwise specified in the order by the Buyer, all tools or other items required for performance are to be procured by the Seller, who will keep such items in good condition and, if necessary, replace them at its own expense.

5. Conformity with the REACH Regulation

1. The Seller undertakes to deliver only products that meet all requirements of European Regulation EC 1907/2006 (REACH) in conjunction with EC 1272/2008 (CLP Regulation) as amended. This particularly includes the duties of registration and information under REACH. In this context, the Seller owes a duty to provide safety data sheets for substances and mixtures or the information required under Article 32 of the REACH Regulation without being requested to do so before the first delivery or after relevant changes.
2. The Seller undertakes to provide notification, without being requested to do so, stating the mass percentages, if the products delivered (substance, mixture, product) contain a substance on the candidate list published by the European Chemicals Agency.
3. Should the Seller violate any of the aforementioned duties, the Buyer will have the right to cancel the orders relating to the violation or to refuse to accept the relevant services without any costs for the Buyer.

6. Audit rights / inspection and acceptance of the goods

1. The Buyer will be entitled, after prior notice, to inspect all ordered goods at any time and at any place, including during production, provided that this is reasonable for the Seller. The Seller will grant the Buyer, or people named by the Buyer, access to the Seller's facilities at any reasonable time. The Seller will support the Buyer to the best of its ability and at its own expense in the performance of the inspection and, in particular, will provide all tools, equipment and support reasonably required for this inspection at no additional cost to the Buyer. At the request of the Buyer, the Seller will, if necessary, also provide a qualified employee free of charge to assist the Buyer with the inspection. If the Buyer discovers, in the course of exercising the rights under this clause or otherwise, that the performance is not in accordance with the contract, the Buyer will inform the Seller accordingly without delay. The Seller will then be obliged to remedy the defects immediately at its own expense. This will be without prejudice to further statutory rights and claims on the part of the Buyer.
2. The Buyer reserves all rights even in the event of payment for the goods. If the Buyer does not exercise these rights, this will not constitute a waiver of such rights.
3. Upon receipt of the goods, the Buyer will only be obliged to inspect the Seller's deliveries for discrepancies in terms of identity and quantity, as well as for obvious transport damage and readily apparent defects. Any such discrepancies and defects must be reported to the Seller within 10 working days of receipt of the delivery. In the case of any other defects, the notice of defects will be deemed to have been given in good time if it is made within 10 working days of the discovery of the defect.

7. Prices / payment

1. Payments will be made by the Buyer at its discretion within 14 days with 3% discount or within 30 days net after complete delivery and/or performance and receipt of a proper invoice in accordance with Article 7.2. The above payment arrangements will legally result in a postponement of the due date. Place of payment for all invoices for goods will be the registered office of the Buyer.
The contractual relationship between the Seller and the Buyer will be governed by the commercial framework conditions (for example, conditions of payment for tools, productivity, etc.) which the Buyer has agreed with the Supplier for the project in question.
2. All invoices addressed to the Buyer must be sent in digital form in PDF format, must be in euros, must itemise the value-added tax valid on the day of delivery separately, and must state the order number stated in the order, as well as the Seller's tax number.
The invoices are to be sent to the following e-mail addresses:

Theo Steil GmbH Schrott- und Metallgroßhandel	invoice.ts@steil.de
Theo Steil GmbH & Co. KG	invoice.tskg@steil.de
Steil Entsorgung GmbH	invoice.se@steil.de
Betreibergesellschaft Nordbahn GmbH	invoice.nordbahn@steil.de
Gotra GmbH	invoice@gotra.lu
3. The Seller will grant the same conditions as those contained in the order, in particular price reductions or discounts, to other companies affiliated with the Buyer (in particular subsidiaries).
4. All costs and expenses incurred by the Seller within the scope of the order, in particular for cost estimates, site visits, preparation of offers and projects or necessary additional work, will be deemed to be settled with the agreed purchase price.
5. The Buyer will be entitled to set off any counterclaims resulting from the entire contractual relationship with the Seller against claims asserted by the Seller. This Buyer's right to set off will extend to claims duly asserted

by the Buyer's affiliated companies. The Seller will only have the right to withhold payments or set off payments in cases where its claims are undisputed or have been conclusively determined by a court of law.

6. The Buyer reserves the right to make the payment of the first payment instalment for orders for installations contingent upon the provision of a bank guarantee for this amount by the Seller. Upon transfer of title to the installation ordered to the Buyer, the Buyer will release the bank guarantee again.

8. Reservation of title by the Seller

1. If the general terms and conditions of business of the Seller provide for delivery only under reservation of title, a simple reservation of title will be deemed to have been agreed, even if the general terms and conditions are excluded pursuant to Article 1. In this case the Seller also authorises the goods to be further processed and sold in the ordinary course of business. Any extended or renewed reservation of title will be excluded.

9. Warranty

1. The Seller warrants that the goods (i) are suitable and fit for their intended purpose, (ii) are of merchantable quality and free from all defects, including defects in materials and workmanship, and, unless and to the extent that the Buyer has specified the design in writing, are free from design defects, (iii) comply with all specifications and requirements defined by the Buyer and (iv) comply with all descriptions, samples, drawings, plans, specifications, designs and other information provided by the Seller and - where applicable - (v) comply with the requirements of European Regulation 1907/2006/EC (REACH) in conjunction with 1272/2008/EC (CLP Regulation) as amended.
2. The Seller warrants that the goods, as well as systems and business processes associated with the goods, reflect the latest state of the art in science and technology, as well as applicable industry standards. The Seller will obtain the prior written consent of the Buyer for any deviations from the above; any such consent will neither replace nor limit the Seller's warranty obligations. The specifications or requirements indicated by the Buyer will take precedence over industry standards. If the Buyer's specifications or requirements are not as comprehensive as industry standards or are noticeably different from industry standards, the Seller will advise the Buyer in writing without delay.
3. The Seller will use environmentally friendly materials and resources in the manufacture of goods (as well as in the performance of services) for the Buyer and will ensure that all materials and services provided by suppliers, second-tier suppliers and/or subcontractors meet the same requirements within reasonable limits. To this end, Seller warrants, for example, that it will be in compliance with DIN ISO 14001: 2004 as amended. The Seller will issue a proof of origin for delivered goods at the request of the Buyer.
4. Review or approval by the Buyer of samples, drawings, specifications or other data developed by the Seller under the order will not limit the liability of the Seller. All claims by the Buyer under the relevant order, including these Terms and Conditions of Purchase, will continue to apply beyond acceptance, use and/or payment by the Buyer.
5. The Buyer will be entitled to the full statutory warranty rights. The warranty period is 36 months from delivery or acceptance by the Buyer (for instance, in the case of machines). Where parts of the delivery are repaired or undergo corrective maintenance within the warranty period, the warranty period will begin anew from the time when the Seller has completely fulfilled the claims of the Buyer in respect of subsequent performance. If the Seller does not fulfil its warranty obligations within the period set by the Buyer, the Buyer may carry out the necessary measures itself or have them carried out by third parties at the Seller's expense and risk - without prejudice to other claims. The Seller's obligation to bear the costs will apply in

particular to transport, travel and installation/removal costs or costs for an incoming goods inspection exceeding the usual scope and for working materials. The costs and risk of accidental loss and accidental deterioration of defective goods upon return delivery will be borne by the Seller.

6. Minor defects can be remedied by the Buyer itself - in fulfilment of its duty to mitigate loss - without prior consultation, without affecting the Seller's warranty obligation. The same is true in urgent cases, where there is a threat of unusually high loss or damage.
7. If there is a consumer at the end of the supply chain, Paragraphs 478, 479 of the German Civil Code (BGB) apply without restriction in the relationship between the Buyer and the Seller.

10. Product liability release

1. If a claim is made against the Buyer, its employees, agents, legal successors or contractual partners by a third party on account of personal injury and damage to property by way of product and/or producer liability, and if this damage is attributable to a product of the Seller, the Seller will hold the Buyer harmless against any such claim in cases where the Buyer itself is liable in the external relationship.
2. If the Buyer is obliged to carry out a recall due to the defectiveness of one of the Seller's products and the danger to people and/or property resulting from this product, the Seller must also bear all set-up costs. The Buyer will inform the Seller about the recall measures - as far as possible and reasonable - as early as possible and give the Seller the opportunity to express its opinion.
3. This will be without prejudice to further statutory claims on the part of the Buyer.
4. If the Seller has reason to believe that it may become necessary to recall one of the products ordered by the Buyer, the Seller must inform the Buyer immediately and supply the relevant documents.
5. To the extent that the cause of the damage falls within the Seller's sphere of responsibility, the Seller will bear the burden of proof in this respect.
6. At the request of the Buyer, the Seller will take on the defence against a lawsuit filed or pending by a third party against the Buyer without delay.

11. Infringements of industrial property rights / indemnification

1. The Seller will hold the Buyer, its employees, agents, successors, contractual partners and other users of the goods harmless against all claims asserted by third parties, as well as against the costs of legal action resulting from an infringement of a patent, utility model, design patent, copyright or other industrial property right in any country by the Seller. At the request of the Buyer, the Seller will defend itself and/or the users mentioned in the first sentence against any such infringement action or claim at its own expense. The duties owed by the Seller under the two preceding sentences will also apply if the Buyer specifies part of the design of the goods or part of the manufacture of the goods or the Buyer specifies the entire design and/or manufacture but the infringement is based on other circumstances for which the Buyer is not responsible.
2. If the sale and/or use of the goods is prohibited or, following appraisal by the Buyer, is likely to be prohibited, the Seller will, at its own expense and at the Buyer's discretion, either obtain the necessary licences for further use of the goods by the Buyer or its customers, or replace the goods with equivalent goods which do not infringe third-party property rights, or modify the goods so that they no longer infringe third-party property rights.

3. The claims under this Article 11 (1) and (2) will not apply if the Seller is unaware of the conflicting property rights and the Seller would not have had to have been aware of them even if it had exercised the due care of a prudent businessman. This will be without prejudice to other statutory claims on the part of the Buyer.
4. The Seller acknowledges the title and the rights of the Buyer to the trademarks, logos, designations and package designs used for the goods. It will not use these trademarks, logos, designations or package designs, or will not have these or similar trademarks, logos, designations and package designs used. The Seller's obligations under these Terms and Conditions of Purchase will continue to apply after the expiry or termination of the specific order.

12. Changes

1. The Buyer may change written drawings, drafts, specifications, materials, packaging, delivery time and place or mode of transport with regard to the goods at any time. If any such changes increase or decrease the costs or time required for the Seller to perform the order as requested, a reasonable adjustment will be agreed, and the order concerned will be amended accordingly in writing. Any claim asserted by the Seller for an appropriate adjustment must be made within 10 (ten) working days of the day on which the Seller is first notified of the change, and the amount of the adjustment must be proven. The Seller will continue to execute the amended order until such time as agreement on such an adjustment has been reached.
2. The Seller may not make any changes to the design, material, process, procedure or execution unless the Buyer has given prior written approval.

13. Force majeure

1. Force majeure, such as circumstances caused by natural phenomena, official measures, fire, floods, explosions, natural disasters, war, labour disputes (including lockouts and strikes), pandemics, court orders or decrees or other unavoidable events that prevent the Seller from performing its services, will entitle the Buyer - without prejudice to its other rights - to rescind the contract in whole or in part and / or to purchase the goods itself or via the Seller from other sources and / or to reduce its purchase quantities vis-à-vis the Seller without liability. The Buyer will be entitled to rescind the contract if the restriction is not merely temporary.
2. If the Buyer has to change its delivery schedule due to force majeure and the delivery is postponed, the Seller will retain these delayed goods according to the Buyer's instructions and deliver them after the cause of the delay has been eliminated.
3. The Seller and the Buyer will notify each other immediately in writing about cases of force majeure and their expected duration.

14. Termination / rescinding the contract

1. The Buyer may terminate the order in full or in part by giving the Seller reasonable notice in writing. Upon receipt of the notice of termination, the Seller will immediately terminate all work under the order and arrange for any suppliers, second-tier suppliers and / or subcontractors concerned to discontinue their work. The Buyer will pay for all goods for which (1) the Buyer has placed a binding order in accordance with the

delivery schedule under the relevant order and which are ready for shipment before the Seller receives notice of termination, (2) which meet all requirements of the order, and (3) which are free of all charges.

2. The Buyer will have the right to terminate the order in full or in part if a customer withdraws from an order placed by the Buyer or cancels some or all of the order or restricts the scope of the order to which the Seller's goods relate under the order due to model changes or other design or technical changes at the customer's premises or for any other reason which is beyond the Buyer's control. The Seller will not be entitled to assert any claims against the Buyer arising from this termination beyond the part of the contract that has already been fulfilled. Under no circumstances will the Buyer be liable for anticipated or lost profits, interest expenses or any other compensation for consequential damages. The Buyer will not pay compensation for work performed after the Seller has received notice of termination or for costs incurred by the Seller's suppliers, second-tier suppliers and/or subcontractors which the Seller could have avoided.
3. In the event of good cause, in particular in the event of delay in delivery, conduct by the Seller in breach of the contract, significant deterioration in financial circumstances, insolvency, over-indebtedness, liquidation or winding-up of the Seller, the Buyer will be entitled to rescind the contract in full or in part or to terminate the contract.

15. Non-disclosure

The Seller will treat as confidential all information disclosed by the Buyer in connection with the order in question (in particular product and process drawings, product specifications and tools from the Buyer) as well as all information including all documents prepared by the Seller for the Buyer in connection with the order and will only use this information for the purposes of executing the order.

Anything to the contrary will only apply if the Seller can prove that the information was already in the public domain at the time of disclosure or use - without any involvement on its part. Any such information may not be reproduced, used commercially or made available to third parties without the prior written consent of the Buyer. The Seller may only make this information available, even within its own company, to those individuals who are required to be consulted for the performance of the contract and whom the Seller has also obliged to maintain secrecy to the same extent. The duty of non-disclosure also applies to the substance of all contracts with the Buyer, especially in the case of new and further development of products. The Seller will be liable for any violation of the duty of non-disclosure by itself as well as for violations by vicarious agents or other third parties to whom it has made the information available.

16. Regulations on contractor liability according to Paragraph 13 of the Minimum Wages Act (MiLoG)

1. The Seller will ensure the payment of the minimum wage within the scope of application of MiLoG in a timely manner within its own company as well as in the suppliers, second-tier suppliers and/or subcontractors engaged by the Seller.
2. The Seller undertakes to perform the delivery of the goods and requested services itself unless the Buyer has expressly agreed in writing in advance to the suppliers, second-tier suppliers and/or subcontractors being engaged by the Seller.
3. The Seller undertakes to submit monthly proof of payment of the minimum wage by itself and by suppliers, second-tier suppliers and/or subcontractors engaged by it upon request from the Buyer. The Buyer reserves the right to inspect the Seller's anonymous wage and salary lists at any time.

4. In the event that the Seller or any of its suppliers, second-tier suppliers and/or subcontractors act in breach of the contractually agreed and legally required obligation to pay the statutory minimum wage pursuant to Paragraph 1 Subsection (1) MiLoG, the Seller undertakes to assume any costs incurred in the event of a claim against the Buyer pursuant to Paragraph 13 MiLoG.
5. In order to secure its claims, the Buyer reserves the right to require the Seller to provide a security, such as a surety, at any time.

17. Ban on child labour and use of forced labour

The contractor is obliged to comply with the basic principles on the prohibition of child labour, the abolition of forced labour and the safeguarding of rights in accordance with the 1998 ILO Declaration on Fundamental Principles (International Labour Organization, Geneva). It must ensure that its vicarious agents and suppliers respect these.

18. Repair licence / use of protected materials

The Seller hereby grants the Buyer a non-exclusive, royalty-free, irrevocable, worldwide licence, unlimited in time, to repair, modify, restore and relocate the goods. Furthermore, the Seller hereby grants the Buyer a non-exclusive, pre-paid, irrevocable, worldwide licence, unlimited in time, to use any of the Seller's proprietary material made available to the Buyer in the course of the performance commissioned from the Seller and relating to the goods.

19. Indemnity / Insurance

1. The Seller will be liable in accordance with the statutory provisions for all damage caused by it, its suppliers, second-tier suppliers and/or subcontractors in connection with the performance of the order. The Seller will indemnify and hold the Buyer, its employees and other representatives harmless against all claims of third parties and the costs of legal action arising from any act or omission of the Seller, its suppliers, second-tier suppliers and/or subcontractors.
2. The Seller will maintain a business liability and property damage insurance policy, which includes sufficient contractual liability insurance to cover the Seller's obligations under the order, in addition to an amount of product liability and product recall insurance to be agreed with the Buyer. As evidence of this insurance cover, the Seller will provide certificates clearly stating that no expiration, termination or modification will occur within a period of thirty (30) days without prior written notice to the Buyer.
3. Any materials to be provided by the Buyer will be fully insured against damage and destruction. Proof of the insurance cover is to be provided to the Buyer upon request.

20. Property of the Buyer

1. The Buyer retains title to all items which it places at the disposal of the Seller, in particular packaging materials, models, tools, moulds, dies and other construction, assembly or production resources and documents.

2. The Buyer also retains title to all items, including all related items referred to in Article 20.1, which the Seller manufactures on behalf of the Buyer or its customers. The Seller hereby transfers title to these items to the Buyer, who accepts this transfer and who undertakes to hold the items in safekeeping for the Buyer free of charge. The Seller will not use or modify the property without the prior written consent of the Buyer for any purpose other than that specified by the Buyer, nor do so for any third party. The Seller will maintain an appropriate inventory of the property belonging to the Buyer and follow the Buyer's instructions; the Seller will treat the property belonging to the Buyer with the care of a prudent businessman and will store, repair and maintain it at its own expense.
3. If property belonging to the Buyer is lost or damaged while in the possession of the Seller, the Seller will, at the discretion of the Buyer, compensate the Buyer or replace the property at the Seller's expense. Upon completion of the relevant order, the Seller will request instructions on how to dispose of the property or any remaining part of it, whether in its original form or from semi-finished products.
4. At the request of the Buyer, the Seller will give the Buyer back any documents, materials and other items belonging to the Buyer in the manner specified by the Buyer, including preparation, packaging and shipment as instructed. Expenses for preparation for shipment will be borne by the Seller; shipment will be made DDP (Incoterms 2020) to the destination specified by the Buyer. The Seller will be obliged to deliver the property belonging to the Buyer; the Seller is not entitled to exercise any right of set-off or retention in respect of any counterclaim arising from this or any other transaction with the Seller, unless the counterclaim is undisputed and has been finally and conclusively determined by a court of law. The above provisions also apply with regard to those items placed at the disposal of the Seller which belong to the Buyer's contractual partners, in particular the Buyer's customers.

21. Final provisions

1. Exclusive jurisdiction for all disputes arising out of, or in connection with, the order, including its existence, rests with the courts that have jurisdiction over the place where the Buyer's registered office is located. However, the Buyer will also be entitled to sue the Seller at the place where the latter maintains its registered office. The contract is governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance (named place of destination) will be the place where the goods are to be delivered or the service is to be rendered according to the information provided by the Buyer. The place of payment will be Trier or the location of the registered office of the Buyer's affiliated companies, insofar as they place orders with the Seller with reference to these Terms and Conditions of Purchase.
3. If any of the provisions of these Terms and Conditions of Purchase is or becomes invalid, the validity of the remaining provisions of these Terms and Conditions of Purchase will not be affected. The parties undertake to enter into negotiations with a view to replacing the invalid provision with another provision that is consistent with the parties' original intentions.

Status as at: October 2020