

**General terms and conditions for the purchase, sale and delivery of
scrap
(version dated May 2018)**

I.

General

1. Contracts for the purchase, sale and supply of scrap are implemented exclusively on the basis of the following terms and conditions. Conflicting or deviating terms and conditions specified by the contractual partner do not form part of this contract. The terms and conditions here also apply if EMR fulfils this contract without any reservations, while aware of conflicts or deviations resulting from any of the contractual partner's terms and conditions.
2. Applicable in addition to the terms and conditions here are the commercial terms and conditions for the delivery of unalloyed steel scrap. In case of any contradictions, the terms and conditions specified here shall take precedence.
3. All agreements made between EMR and the contractual partner for the purpose of executing this contract are set down in writing here.
4. Should a new obligation of any sort influencing the contractual terms and conditions be imposed on EMR by a governmental order after conclusion of this contract, the obligation will also be assumed by the contractual partner vis-à-vis EMR, according to the mutual relationship between the contract parties.
5. The following terms and conditions apply only to entrepreneurs in the sense of § 310 Section 1 of the German Civil Code.

II.

Payment obligations vis-à-vis EMR

1. Unless expressly agreed otherwise, payments shall be made by the 20th day of the month following receipt of goods at the destination.
2. Cash discounts require special written agreement.
3. The contractual partner is entitled to offset rights only if said partner's counterclaims are legally established, undisputed or acknowledged by EMR. Furthermore, the contractual partner is entitled to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.
4. If fulfilment of payment claims after contract conclusion appears to be endangered by inadequate performance on the part of the contractual partner, EMR can demand advance payments and retain goods not yet delivered. EMR has these rights also if the contractual partner is defaulting on acceptance or reception of a delivery, or on payment due for another contract concluded with EMR. This also applies if the contractual partner's company is liquidated, transferred to a third party, relocated abroad, or receives a different legal form. Moreover, this applies if legitimate doubts about the contractual partner's willingness to pay arise. § 321 II of the German Civil Code remains unaffected.
5. If the contractual partner defaults on payments owed to EMR from this or any other contract, all payments receivable by EMR from the contractual party shall become due immediately. If the contractual partner has been in arrears for another two business days for payments to EMR despite written issue of a grace period, then EMR, notwithstanding its other rights, is also entitled to withdraw entirely or partly at any time from individual or all contracts unfulfilled as yet, or demand damage compensation for non-performance. EMR is free choose which of its rights to exercise with regard to each individual contract.

III.

Price adjustments by EMR

1. EMR may increase prices by an amount by which original costs for EMR rise after conclusion of the contract due to increases in import / export duties or other taxes on goods or their initial products at home or abroad, or introduction of new, related charges, or rises in the price of energy or auxiliary materials / supplies. This also applies to additional costs incurred through freight bottlenecks during procurement of raw materials.
2. In the case of carriage-paid sales, the contractual partner shall bear any extra freight charges arising from partial loads approved by said partner, or increases in freight rates, surcharges for low water, flood and ice or similar additional costs after conclusion of the contract.
3. EMR is obliged to proceed similarly in the event of cost reductions. On request, EMR shall provide the contractual partner with evidence of any cost reductions or cost increases as soon as they arise.

IV.

Delivery

1. EMR is entitled to have goods sold by it to be delivered by another company (**Mother company.) belonging to EMR's group (Ausurus).**
2. EMR is entitled to partial deliveries only if
 - the client is able to utilize the partial delivery within the intended, contractual scope,
 - delivery of the remaining, ordered goods is ensured and
 - the contractual partner does not incur any substantial additional expenditure or costs as a result of this.
3. In the case of any partial deliveries granted by EMR to the contractual partner, EMR may determine the order in which the partial consignments are to be delivered. EMR is entitled to utilize received partial consignments already before completion of delivery, without thereby acknowledging contractual delivery.
4. Delivery dates stipulated by EMR but not confirmed in writing by EMR in the context of an expressly designated, fixed-term transaction, are always non-binding and approximate. Non-compliance with these dates entitles the contractual partner neither to withdrawal from the contract, nor to damage compensation, unless said partner notifies EMR about these consequences with a written stipulation of a grace period of at least two weeks from the specified delivery date. Deadlines for deliveries by EMR begin only on receipt of order confirmation or last amendment confirmation.
5. If EMR procures goods from a contractual partner, the agreed delivery deadlines must be adhered to under all circumstances. The supplier is obliged to notify EMR immediately on becoming aware of any circumstances which appear to compromise adherence to the delivery date. If EMR procures goods from a contractual partner with fixed delivery times having been agreed, an overshoot of delivery deadlines requires no setting of a grace period by EMR, provided that a fixed-term transaction in the sense of § 376 of the German Commercial Code is involved, or the delay has led to a loss of interest in delivery for EMR according to § 286 Section 2 of the German Civil Code.
6. The date of receipt of material at the destination station or port applies when determining compliance with agreed delivery dates and agreed delivery place.
7. EMR is exempt from compliance with delivery dates expressly agreed as binding - in divergence from Item 4 - on occurrence of domestic or foreign circumstances which hinder EMR in materials procurement, delivery or loading, in each case in relation to fulfilment of the contract concluded with the contractual partner. This includes, in particular:

- Mobilization, warlike events, riots, civil war, demonstrations, occupation, sabotage, strikes and similar measures, lock-outs, go slows etc.
- Export / import restrictions or prohibitions in the country of dispatch or receipt, confiscations or similar measures and/or interventions by domestic or foreign authorities, also if related to the foreign currencies required for payment of raw materials.
- Natural disasters such as storms, high / low water, ice, earthquakes.
- Failed or contractually non-compliant delivery by a supplier as part of a congruent hedging transaction.
- Operational disruptions due to explosion, fire, or machine breakdown, or due to a lack of supplies, auxiliary materials, energy or labour resulting from illness.
- Impaired transport such as vehicle shortages, shipping delays or cancellations, refusal to transfer by carriers.

In these cases, EMR is entitled to postpone agreed delivery dates by the duration of the hindrance, also allowing for any adjustments entailed as a result. A corresponding notice for the contractual partner can be issued verbally or in writing, no special protocol being imposed here. If the hindrance lasts more than six months, each of the two partners may withdraw from the contract, provided that EMR is not obliged on the basis of its purchase contracts to continue accepting pre-deliveries after six months. Any statutory rescission rights established for the contractual partner at an earlier date, for example, due to a loss of business fundamentals or due to inability to perform remain unaffected by the provision above.

If contractual delivery by EMR is made either partly or entirely impossible, or substantially more difficult by one of the mentioned events, EMR may withdraw from the contract already before the end of the six-month period, within 14 days of emergence of the impossibility or significant difficulty.

In the case of all its sales, EMR is entitled, but not obliged, to replace failing deliveries through procurement of equivalent goods from third-parties.

V.

Loading

1. Both contractual partners have the right to be present or represented during loading for the purpose of determining weights or sampling.
2. In an absence of specific instructions, transport routes shall be chosen by the respective supplier at their discretion.
3. In all cases, goods are transported at the contractual partner's risk.

Special loading provisions

4. In the case of rail shipments to the contractual partner, EMR after duly notifying the contractual partner is entitled to perform loading at the own address.
5. EMR is not responsible for failure to load on a promised ship, if the shipping company has decided to deploy that ship differently.
6. Loading of goods by EMR takes place weekdays during the working hours specified by EMR. Costs incurred due to weather-related loading delays, such as demurrage, wagon parking etc. as well as railcar-connection and siding charges shall be borne by the contractual partner.
7. Goods received with the help of vehicles provided by the contractual party must be collected within the working hours specified by EMR as rapidly as entailed by operating conditions at EMR, if necessary,

also in the second or third shift without EMR assuming any extra costs incurred by the contractual partner as a result of overtime etc. If reception by the contractual partner's own team in accordance with operational requirements is not possible, EMR shall arrange to provide professional workers at the contractual partner's expense. Watercraft are to be loaded and unloaded according to local usage patterns.

8. In the case of goods collected on behalf of the contractual partner by a third party (shipping agency, transport company or freight carrier), the bills of lading or shipping notes issued to "Order" and/or endorsed in blank form must be handed over to EMR on request.

VI.

Weight

1. Pending any other written agreements, the net weight to be determined by the unloading controllers is decisive for settlement of accounts.
2. Pending any other arrangements, the agreed amount may be exceeded or fallen short of by 10%.
3. If independent control of unloading does not take place, the following provision applies to differences with respect to the declared weight:
 - Weight differences of up to 3% are not considered.
 - Weight differences in excess of this are to be substantiated by means of a certificate of full and empty calibration.
 - Weight differences of more than 3% established during full calibration must be reported to the contractual party before the vessel is unloaded. In this case, clearing must not be started until approval by the contractual party. Any resultant costs shall be borne by the seller in each case.

VII.

Quality and guarantee

1. Unless otherwise agreed upon, deliveries shall comprise goods of standard commercial quality and, in particular, purity.
2. In case of purchases based on samples, these serve purely as type specimens.
3. Declarations by EMR regarding properties do not constitute guarantees in the sense of § 443 Paragraph 2 of the German civil code, unless EMR has expressly guaranteed properties in writing with reference to § 443 Paragraph 2 of the German civil code.

In case of purchases by EMR:

4. As a seller, the contractual party provides the following guarantees:
 - That the goods have the contractually agreed properties at the time of delivery.
 - Goods do not exhibit any faults which destroy or diminish worth or suitability for ordinary usage, or the usage anticipated in the contract.
 - Regulations concerning technical, chemical and physical consistency, dimensions, quality and completeness are precisely observed.
 - None of the delivered material poses any environmental risk whatsoever, or contains any environmentally harmful contaminants or pollutants.
 - Neither radioactively contaminated nor acidic material is delivered.

- Goods are examined for radioactivity by means of measurement instruments and methods corresponding to the state of the art in Germany.
 - The goods are completely free of explosives (including defused ones), potentially explosive objects, and enclosed hollow bodies, and has been tested accordingly.
 - Delivery and use of the goods do not infringe on the property rights of third parties.
5. The contractual partner is to provide EMR with a certificate verifying a complete absence of explosives according to § 3 of the trade association regulation on explosives and hollow bodies in scrap (BGV D23).
 6. The contractual partner is hereby notified that radioactive goods are not acceptable.
 7. The contractual partner is obliged to compensate for all damages and costs incurred by EMR due to disregard of regulatory or legal requirements, especially concerning environmental protection, and due to delivery of defective goods, besides reimbursing all costs of investigating and disposing of radioactive materials.
 8. If the contractual partner delivers goods as part of drop shipping, said partner is obliged to ensure compliance with the above-mentioned guarantee provisions already vis-à-vis subcontractors.
 9. Rejects shall be returned to the contractual partner at their expense and risk.
 10. The contractual partner's guarantee covers the entire scope of delivery including any procurements by said partner from third-parties. For parts replaced under guarantee, the agreed guarantee period is fully renewed.
 11. Mixed up impurities in the delivered material will be shared as follows:

Worthless material	€/t 150,--
Car tyres	€/Stck 35,--
Lorry tyres	€/Stck 100,--
Pressure tank (extinguisher)	€/Stck 125,-- (e.g. gas bottles, fire-cylinder)
cylinder	€/Stck 30,--
 12. The contractual partner indemnifies EMR in their internal relationship from all product liability claims, also in cases where EMR does not notify the contractual partner as a manufacturer in the sense of § 4 of the product liability act. Legal disputes in such cases shall be conducted by EMR according to instructions, at the contractual partner's expense.

VIII.

Notification obligations - liability for defects

1. On completion of unloading by the contractual partner, the goods are considered contractually supplied as regards all recognizable deficiencies.
2. Complaints about goods must be raised by the contractual partner via remote, written communication immediately following arrival of the goods at the recipient, and confirmed with a detailed, written justification. Any samples taken at the place of departure are alone decisive for assessment of the goods' condition.
3. If no samples are taken at the place of departure, the goods complained about must be stored separately and left unprocessed so that the grounds for the complaints can be properly examined. Guarantee claims after processing or forwarding are not considered.

If a formal and timely complaint has been issued with regard to a defective purchased item, EMR is entitled, at their

discretion, to subsequent performance in the form of defect remedy or delivery of a new item free of defects.

4. If subsequent performance fails, the customer is entitled, at their discretion, to demand withdrawal or reduction.
5. Defects established on a part of a consignment do not entitle to rejection of the entire consignment, unless the partial consignment is of no interest to the contractual partner.
6. The limitation period for EMR's contractual partner's claims based on defects is 12 months, starting with transfer of risk.

The provisions of §§ 438 Paragraph 1 No. 2 and 634a Paragraph 1 No. 2 of the German civil code (statute of limitations for constructions) and § 478 of the German civil code (supplier recourse) remain uninfluenced.

7. Because immediate checks by EMR are not possible in case of large deliveries, the contractual partner is committed to timely acknowledgement of complaints as per § 377 of the German Commercial Code if they are issued within a six-week period. In any case EMR has the right to assert claims based on inadequate quality or defective material workmanship within four weeks following establishment, if such deficiencies emerged not during standard commercial acceptance, but later during processing or usage.

IX.

Liability

1. EMR is liable
 - for culpable harm to human life, body or health and
 - for intentional or grossly negligent damage, also if the breach of obligation is based on culpable conduct by a legal representative or a vicarious agent.
2. EMR is moreover liable
 - for slightly negligent breach of essential contractual obligations, also by its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is imperative for proper execution of the contract, whose breach endangers achievement of the contractual purpose, and whose compliance the contractual partner should be able to rely on. Liability in this respect is limited to contractually typical damage anticipated for the involved type of product.
3. Finally, EMR is liable
 - for fraudulently concealed defects and assumptions of guarantee concerning the quality of goods, and
 - for claims arising from the product liability act.
4. Any further liability on EMR's part is excluded.

X.

Retention of title

1. EMR reserves ownership of goods sold and delivered by it until full payment of all claims arising from the business relationship. In case of an existing current account relationship with the contractual partner, EMR reserves ownership of delivered goods until receipt of all payments related to the existing current account relationship with the contractual partner; this proviso refers to the acknowledged balance.

In the event of a contractual breach by the contractual partner, especially payment delays, EMR is entitled to take back the

delivered goods. Such withdrawal of delivered goods by EMR is equivalent to a withdrawal from the contract. EMR is authorized to utilize purchased items following their return; the proceeds of utilization are to be offset against the contractual partner's liabilities, minus reasonable utilization costs.

2. At their own expense, the contractual partner must insure goods subject to reservation with a European insurance company against the usual risks sufficiently on the basis of the actual value. The partner hereby cedes their claim to the insurance sum amounting to the purchase price claim, including any reasonable and necessary, ancillary expenses, to EMR.

Furthermore, the contractual partner is obliged to carefully handle the goods subject to reservation, grant EMR staff access to the goods at any time, and provide information about their extent and whereabouts.

3. In case of seizure or other interventions by third parties, the contractual partner must immediately notify EMR in writing so that EMR can file suit as per § 771 of the German Code of Civil Procedure. Insofar as the third party is not in a position to refund EMR with the judicial and extrajudicial costs of a lawsuit pursuant to § 771 of the German Code of Civil Procedure, the customer shall be liable for the losses incurred by EMR.
4. The contractual partner may resell goods subject to reservation only in the course of orderly business, more specifically against payment or under retention of title, but without pledging the goods or assigning them by way of security. The contractual partner already cedes EMR all claims amounting to the final invoice amount (including VAT) of EMR's receivables accruing from resale vis-à-vis customers or third parties, regardless of whether the delivered goods are resold without being, or after being, processed. Claims ceded to EMR in advance also relate to the acknowledged balance as well as the "causal" balance existing in case of insolvency on the customer's part. The contractual partner remains entitled to collect these claims even after cession. This does not influence EMR's authorization to collect the claims itself. However, EMR undertakes not to collect claims as long as the contractual partner fulfils their payment obligations from the obtained revenues and does not default on payments and, in particular, there is no application for opening insolvency or bankruptcy proceedings, or cancellation of payments. If this is the case, however, EMR may request the customer to notify EMR of the ceded claims and their debtors, provide all the information necessary for collection, hand over the related documents, and notify the debtors (third parties) of the cession.
5. Processing or transformation, by the contractual partner, of goods subject to reservation takes place for EMR as a manufacturer in the sense of § 950 of the German Civil Code, without any consequential liabilities for the manufacturer. EMR is entitled to ownership of the new item resulting from processing or transformation. In case of processing with other goods not belonging to it, EMR is entitled to co-ownership of the new item in the same relation as the value of the supplied goods (final invoice amount including VAT) vs. the other processed items at the time of processing. For the new item resulting from processing or transformation, the same otherwise applies as for the goods delivered under retention of title.
6. If the goods subject to reservation are mixed or combined inseparably with other items not belonging to it, EMR acquires co-ownership of the new item in the same relation as the value of the goods (final invoice amount including VAT) vs. the other mixed or combined items at the time of mixing or combination. If mixing or combination takes place such that the contractual partner's item is to be regarded as the main item, it is agreed that the contractual partner shall transfer co-ownership to EMR on a proportional basis. The customer shall keep the resultant sole or common property for EMR. Applicable otherwise here, too, is the same as that for goods delivered under retention of title.
7. The contractual partner furthermore cedes EMR the claims to secure EMR's counterclaims, which arise against third parties through combination of the purchased goods with a property.
8. At the customer's request, EMR shall release the securities it is entitled to, insofar as the realizable value of its securities exceeds the claims to be secured by more than 10%; selection of the securities to be released is incumbent on EMR.

XI.

Place of fulfilment, place of jurisdiction, German law

1. The court of jurisdiction is the registered office of EMR. However, EMR is entitled to sue the contractual partner also at the responsible court of said partner's registered office, domicile or branch.
2. The laws of the Federal Republic of Germany apply; the UN convention on contracts for international sale of goods does not apply.
3. The place of fulfilment for all services under this contract is the domicile of EMR, unless otherwise stated in the order confirmation.

XII.

Data protection

1. EMR and the contractual partner (as parties to the contract) are aware that, for purposes of initiating, preparing, implementing, fulfilling and dissolving contracts within the meaning of these general terms and conditions, an exchange of surname, first name, contact information and other personal data in accordance with Article 4 No. 1 of regulation (EU) 2016/679 (EU general data protection regulation, in the following: **GDPR**) is necessary between the parties.
2. Concerned persons here comprise natural persons who can be associated with the area of interest of EMR or the contractual partner, especially those who act on behalf of EMR or the contractual party as legal representatives or agents within the scope of these general terms and conditions (in particular, but not limited to: legal representatives such as managing directors, authorized signatories, other contact persons or liaison partners such as employees, contractors, cooperative partners, agents and other assistants; **in the following: personnel**).
3. Personal data within the meaning of this chapter XII of the general terms and conditions include, in particular: Surname, first name, academic or professional title, e-mail address, phone number, address, sphere of activities or duties (employment, position), place of work, signature, photo and/or video recording, audio recording of staff. Personal data of minors and other special/sensitive categories of personal data (such as health condition, criminal history, genetic characteristics, race, religion or political affiliation of a natural person) are not disclosed or otherwise processed in the scope of these general terms and conditions.
4. The parties commit themselves to lawful processing (such as use, disclosure, transmission, deletion) of the personal data of EMR's staff by the contractual partner, and processing of personal data of the contractual partner's staff by EMR in the scope of these general terms and conditions. As responsible entities in the sense of the GDPR, the parties furthermore commit themselves to ensure lawful processing of the data of their own personnel and to safeguard their rights.
5. The party which originally collected its staff's personal data is considered responsible in accordance with Article 5 Paragraph 2 of the GDPR, and is liable vis-à-vis their staff for lawful processing of such personal data.
6. Each of the parties is aware that it is considered a task processor within the meaning of Article 4, Paragraph 8 of the GDPR with regard to the personal data submitted to it by the other party under the contract, and must therefore fulfil the obligations and requirements pursuant to Article 28 of the GDPR. In particular:
 - i) The parties each confirm, alone and independently, that they offer sufficient guarantees of carrying out appropriate technical and organizational measures such that processing

complies with the requirements of the GDPR, and rights of personnel as governed by the GDPR are protected.

- ii) The contractual partner may relay personal data concerning EMR's staff to further task processors (in the following: **task sub-processors**) only following notification to EMR. If the data are processed by the task sub-processors for purposes beyond the scope of these general terms and conditions, special permission for this must be obtained from EMR in advance. Relay of the contractual partner's staff's personal data by EMR to a third party for the purpose of task sub-processing is governed analogously by the foregoing provisions.
 - iii) The parties are obliged to subordinate processing of personal data to the legislation of the EU or the member states binding them and their task sub-processors.
 - iv) The maximum duration of processing by the parties and/or their task sub-processors is governed by the purposes of the general terms and conditions as well as the contract.
 - v) Processing may only be carried out manually or by machine (electronic data processing) insofar as appropriate technical and organizational measures ensure compliance with the GDPR, and protection of the rights of the persons concerned.
 - vi) Each party, as a responsible entity in accordance with Article 4 No. 7 of the GDPR, is entitled and obliged to observe and enforce the rights of their personnel pursuant to Articles 15-22 of the GDPR in their contractual relationship within the scope of validity of these general terms and conditions. In particular, the parties will support each other in the processing of applications as per Article 12ff. of the GDPR. Each party is bound by the instructions of the other party with regard to the personal data submitted by it.
 - vii) Communication of personal data of the staff of one party by the other party to a third country (outside the EU/EEA) or an international organization requires the responsible entity's documented instructions.
 - viii) Each party, alone and independently, confirms that they have committed the persons authorized to process personal data to confidentiality, or that these persons are subject to an appropriate legal obligation of secrecy.
 - ix) Each, party alone and independently, ensures that their responsible entities and task sub-processors take appropriate technical and organisational measures according to Article 32 of the GDPR to guarantee a level of protection commensurate with risk.
 - x) When engaging task sub-processors, the parties undertake to monitor and enforce compliance of the sub-processors with the provisions in chapter XII of these terms and conditions and in Article 28 of the GDPR.
 - xi) The parties are obliged to support each other in case of reports about violations of the protection of personal data to the supervisory authority, notifications for persons affected by breaches of personal data, and data privacy impact assessments in addition to any prior consultation.
 - xii) As part of task processing, each party must provide the responsible entity with all information necessary for proof of compliance with the obligations laid down in Article 28 of the GDPR, and allow as well as support reviews - including inspections - performed by the responsible entity or an inspector appointed by them.
 - xiii) In the event of contract termination, the contractual party considered task processor within the meaning of the contract shall, at the request of the responsible entity, within a reasonable period of time but no later than 20 days after the related notification, compile the personal data and, according to the choice of the responsible entity, either delete (destroy) the data or return them to the responsible entity unless there is an obligation to store personal data pursuant to the laws of the EU or a member state.
7. Irrespective of the relevant provisions of this section XII, the parties can prove fulfilment of guarantees to be undertaken by them as responsible entity or task processor according to Article 28 Paragraphs 1 and 4 of the GDPR, as well as compliance with general obligations as per the GDPR through adherence to approved rules of conduct as per Article 40 of the GDPR, or through certification in accordance with Article 42 of the GDPR.