

Conditions of Purchase and Disposal Ecobat Resources Germany GmbH

1. General – Scope of Application

- a) These conditions of purchase and disposal apply exclusively to our purchase and disposal contracts, even if these are concluded in the name and on account of our subsidiaries.
- b) For the delivery, collection and disposal of waste such as used batteries, used lead or other scrap (hereinafter collectively referred to as "delivery"), the exclusive application shall also extend to our delivery criteria stated in the purchase or disposal confirmation.
- c) We do not accept any conditions of the supplier or waste owner or producer (hereinafter collectively referred to as "supplier") which conflict with or deviate from our conditions, unless we have expressly agreed to their application in writing. Our conditions of purchase and disposal also apply if we accept the supplier's delivery unconditionally in the knowledge that the Supplier's conditions conflict with or deviate from our conditions of purchase and disposal.
- d) All separate agreements made between us and the Supplier in order to execute the purchase or disposal contract (hereinafter referred to as "Contract") must be set out in written form in the contract.
- e) Our conditions of purchase and disposal also apply to all future businesses with the supplier.
- f) Individual agreements made with the supplier in individual cases (including supplementary agreements, additions and modifications) shall take precedence over these terms and conditions. Individual agreements made before or at the time of conclusion of the contract require the written form.

2. Conclusion of Contract

- a) Unless otherwise agreed, the contract for delivery is concluded by our confirmation of purchase or disposal of the supplier's offer (order), which is usually sent electronically.
- b) The content of the contract as stated in the confirmation of purchase or disposal is binding for both parties unless we receive an opposition within 2 working days.

3. Legal Waste Obligations and Quality Control

- a) The obligations of the supplier include ensuring that the deliveries:
 - aa) are correctly declared and separated according to waste owner or waste producer, type, composition and hazardousness and that the supplier informs us about important details of the deliveries;
 - bb) are separated according to type into different lead battery fractions (e.g. starter batteries, traction batteries, etc.);
 - cc) are free from foreign bodies and foreign material (e.g. lithium-ion batteries or other "misplaced" batteries) and contain a maximum of 10% liquids;
 - dd) according to their characteristics and the attached proper consignment notes, comply with the details of the confirmed proof of disposal and are properly documented electronically in accordance with the NachweisVO;
 - ee) are packed by the supplier in a way that is safe for transport and in accordance with the applicable load securing regulations - in particular in the equipment provided for this purpose - and the transport boxes, pallets, containers etc. provided are complete, have no defects and are not overfilled; otherwise the supplier must inform us immediately;
 - ff) do not deviate from the characteristics of any sample handed over to us by the Supplier; and
 - gg) comply with the applicable waste management and other legal regulations, official orders and requirements, these conditions of disposal and our acceptance criteria.
- b) We are entitled, but not obliged, to check deliveries before and after handover for their compliance with the conditions of the above clause 3 a) and, in the event of non-compliance, to reject or refuse acceptance of deliveries at the supplier's expense in accordance with clause 4 of these conditions of purchase and disposal.
- c) The parties agree that an increase in the weight of the delivery due to wrong throws will result in an appropriate deduction from the total weight of the delivery by us. If it is necessary for us to remove and dis-

pose of wrong throws and impurities, the supplier carries the costs incurred by us.

- d) Incorrect packaging, overfilling of transport containers and loose used batteries outside transport containers must be avoided by the customer. If repackaging of the delivery by us or our subsidiary used for collection is necessary, we will carry out this for the supplier at his expense.
 - e) The deliveries are weighed by us or by our subsidiary and are subjected to an incoming goods and quality control check, whose results are decisive for the settlement with the supplier. The smelter is entitled to process the material after the incoming goods inspection. If necessary, a weight deduction shall be made in the event of excessive quantities of acidic water. The deduction shall be based on the estimate of the receiving factory. In addition, we reserve the right to carry out intermediate weighing and deduction of the excessive moisture (> 10%) thus determined by the receiving factory. If, in addition, the determination of the total weight of the delivery results in a not inconsiderable shortfall compared to the quantity agreed in the order, we are in principle entitled to invoice the supplier for the increased freight costs incurred as a result.
 - f) We charge the supplier for the costs incurred for a wrong consignment. Wrong consignments result in particular from:
 - aa) Missing delivery on location;
 - bb) The delivery is not made available to us within a reasonable waiting period (e.g. because there is no contact person on location or the supplier's business is closed);
 - cc) Containers cannot be collected, e.g. due to incorrect filling.
 - g) The supplier shall pay us appropriate compensation for damage to or loss of containers, boxes or receptacles provided.
 - h) The parties shall cooperate in complying with the public-law regulations on the transport and disposal of waste and shall support each other by providing the respective confirmations and documentation within their area of responsibility in accordance with the Ordinance on Waste Recovery and Disposal Records (NachweisVO) or EU Regulation No. 1013/2006 and the Notification Agreement as well as other relevant waste-law regulations, both in the case of consignment to the receiving plant/specialist waste management facility and in the case of disposal at the receiving plant/specialist waste management facility and in the case of return. In case of transboundary waste shipment, the producer/supplier is responsible for notification and approval in the country of dispatch.
- ### 4. Rejection and Withdrawal of Deliveries
- a) We are not obliged to accept deliveries and the supplier, as the owner or producer of waste, is obliged to take back the deliveries immediately at his own expense if:
 - aa) the supplier delivers contrary to these conditions of purchase and disposal and/or our notified delivery criteria;
 - bb) the legal or official requirements and/or allocations and/or documents such as consignment notes according to the German Ordinance on Waste Recovery and Disposal Records (NachweisVO) necessary for the acceptance and disposal of the waste are not available or there is no effective notification or notification contract or, in the case of transboundary consignment, there is a violation of the Basel Convention or the EU Regulation No. 1013/2006 in the respective valid version;
 - cc) we are prohibited by the authorities or a judicial authority from accepting or disposing of the waste; or
 - dd) acceptance is or becomes impossible or unreasonably difficult for us as a result of force majeure, strike or lockout.
 - b) In such cases, the deliveries are to be taken back immediately at our request and at the expense and risk of the supplier, without prejudice to our further legal claims. If this is not done within a period of one week despite our request, we are entitled, without prejudice to further rights, to have the return transport to the supplier carried out by a third party. The supplier must compensate us for the costs incurred for this and for the damage caused by this and must indemnify us and the third party commissioned by us from any liability under civil law as well as under

waste and transport law with regard to the return transport, insofar as the liability / damage is not based solely on our gross negligence or that of the third party commissioned without contributory negligence on the part of the supplier.

- c) This shall also apply if the analytical control investigations reveal a violation of the obligations incumbent on the supplier as waste owner or waste producer according to the contract, these conditions of purchase and disposal as well as the legal provisions and administrative orders and requirements.

5. Transfer of Risk

- a) Deliveries of waste, products, services, provision of and cooperation acts are carried out at the supplier's own responsibility and risk and at his own expense. The risk is transferred to us only when the supplier's deliveries, services, provision or cooperative actions have been carried out in accordance with the contract and waste disposal law.
- b) With the handover of the confirmed accompanying documents, waste that has been delivered in accordance with the contract and waste disposal law becomes our property, irrespective of the supplier's responsibility under waste law as waste owner or waste producer, which continues until proper disposal.
- c) Unless otherwise agreed upon individually, delivery shall be effected in accordance with DDP (Incoterms 2020) receiving factory / specialist waste disposal company. Unless otherwise individually agreed, unloading is to be carried out by the supplier or by the transport person / carrier commissioned by the supplier. Instructions of our specialist employees must be observed.
- d) In the case of delivery of other materials, the transfer of risk is effected upon delivery to the receiving factory. Unless otherwise agreed, the delivery is "delivered duty paid" (DDP - Incoterms 2020).

6. Price

- a) The price indicated in the order or confirmation of purchase / confirmation of disposal is binding. The statutory value added tax is not included in the price stated.
- b) In the case of delivery of waste, the price is - unless otherwise agreed in writing - "delivered duty paid" (DDP - Incoterms 2020), excluding packaging in accordance with the certified material specifications. In the event of a violation of the agreed material specifications, the parties agree on an appropriate adjustment of the price. We reserve the right to reject the material in accordance with clause 9 b) instead and, if necessary, to demand the delivery of material of perfect quality.
- c) When purchasing other goods, the price is - unless otherwise agreed in writing - "delivered duty paid" (DDP - Incoterms 2020), including packaging. The return of packaging requires a separate agreement.
- d) For quantities, weights and dimensions, the values determined by us during the incoming goods inspection at the receiving factory are authoritative, subject to other proof.
- e) Generally, we will issue an invoice for waste disposal services. In the case of cross-border deliveries (deliveries from abroad) of waste to be remunerated, the supplier must send the invoices to us; they must always be issued separately from the goods. The invoices must show our order number and date as well as the supplier's item and article number. The supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

7. Terms of Payment

- a) Payments from us to the supplier
 - aa) Payments shall be made on the basis of our inspection with a payment target of 30 days after receipt, determination and approval in the agreed receiving factory, unless otherwise agreed. In the event of a return delivery due to quality defects, the supplier is obliged to repay to us immediately the payment made by us for this delivery with interest from the first day of our payment (outgoing payment). The relevant interest rate is 9 percentage points above the base rate of the European Central Bank.
 - bb) In the case of bank transfer, payment shall be deemed to have been made on time if our bank receives our transfer order before expiry of the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.

- cc) For the occurrence of our default, the statutory provisions apply, whereby a reminder in text form from the supplier is always required as a prerequisite for default.

- dd) Setoff and retention rights are available to us to the extent permitted by law. In the event of a notice of defect, we have the right to retain the material complained about until the partial payment made by us in this respect or the purchase price paid has been refunded by the supplier.

- b) Payments of the supplier to us

- aa) Payments are due without deduction immediately after invoicing.
- bb) The weight of the waste determined by us in accordance with our receipt weighing slip is decisive for invoicing.
- cc) In the event of late payment, interest on arrears shall be due at a rate of 9 percentage points above the applicable base rate, subject to the assertion of a higher actual loss.
- dd) In cases of doubt, we are entitled to demand advance payment upon delivery. Doubts exist, for example, if the supplier has been reminded in writing of a payment due to earlier disposal measures. We are entitled to demand securities as long as the supplier has not yet paid the fee for the disposal service.
- ee) The supplier can only offset against our claims or assert a right of retention if the counterclaim is undisputed or has been legally established.

8. Delivery Time, Delay in Delivery

- a) If no delivery time is specified, delivery has to be made immediately. If exact dates or specific end dates for deliveries have been agreed, the transaction is regularly considered to be a firm deal, even if this is not expressly confirmed. In the case of transactions for delivery by a fixed date, we have the right to withdraw from the contract without granting a grace period and - in the event of fault - to claim compensation for non-performance. The supplier is obliged to inform us immediately in writing if he is likely to be unable to meet agreed delivery times - for whatever reason.
- b) In the event of a delay in delivery, we are entitled, after setting a period of grace, to obtain supplies elsewhere with the material ordered. Any additional costs incurred in this respect are to be borne by the supplier.
- c) In addition to fulfilment, we are entitled to claim a contractual penalty (0.25% of the delivery value per started week, max. 5%). We undertake to declare the reservation of the contractual penalty to the supplier within 10 working days, calculated from the acceptance of the delayed delivery. Further claims and rights are reserved. The supplier reserves the right to prove that we did not suffer any damage at all or that the damage suffered by us was considerably lower.
- d) If the parties have agreed on a collection by us, but no collection date has yet been agreed, we reserve the right to collect the goods at our own discretion. Collection dates are only binding if they have been agreed in written form. If the agreed collection date cannot be met by us for whatever reason, we will inform the supplier immediately and arrange a new date for collection.

9. Defects, Warranty, Liability

- a) Irrespective of the legal warranty claims, we are entitled to demand that the supplier remedy the defect or deliver a replacement, at our discretion. In this case, the supplier is obliged to bear all expenses necessary for the purpose of the removal of the defect or the replacement delivery. In case of a defective delivery, we are entitled to remedy the defective item ourselves. The supplier bears the costs incurred by us. We expressly reserve the right to claim damages for non-performance. Should a defective delivery cause damage to other products and/or our property, the supplier shall be liable in accordance with the legal regulations. Irrespective of the legal warranty claims, we are entitled to demand that the supplier remedy the defect or deliver a replacement, at our discretion. In this case, the supplier is obliged to bear all expenses necessary for the purpose of the removal of the defect or the replacement delivery. In case of a defective delivery, we are entitled to remedy the defective item ourselves. The supplier bears the costs incurred by us. We expressly reserve the right to claim damages for non-performance. Should a defective delivery cause damage to other products and/or our property, the supplier shall be liable in accordance with the legal regulations.

- b) In the event of a complaint about the delivery, the supplier is obliged to take back the delivery complained about. We reserve the right to demand a faultless replacement delivery. If we accept the delivery complained about, the parties shall agree on a reasonable reduction of the purchase price.
- c) Contrary to § 442 para. 1 sentence 2 BGB (German Civil Code), we are entitled to make unrestricted claims for defects even if the defect remained unknown to us due to gross negligence at the time the contract was concluded.
- d) The warranty period is 36 months, calculated from the transfer of risk, unless the mandatory provisions of §§ 478, 479 BGB (German Civil Code) apply.
- e) All deliveries must be inspected by the supplier for explosives and explosive and easily flammable parts (e.g. lithium-ion batteries) and must be free of radiation. The supplier is fully liable to us for any damage caused by such parts, even if he has fulfilled his obligation to inspect them.
- f) Insofar as the supplier is responsible for product damage, he is obliged to indemnify us on first demand from claims for damages by third parties to the extent that the cause lies within his area of control and organisation and he is liable himself in the external relationship.
- g) The limitation period for claims is interrupted as long as the goods are at the supplier's premises or at the premises of the supplier's agents for the purpose of inspection for defects or for the purpose of rectification of defects.
- h) For parts of the delivery which are maintained or repaired within the period of limitation, the period of limitation begins anew at the time when the supplier has completely fulfilled our claims for subsequent performance.
- i) If claims are asserted against us by third parties due to defects in the delivery purchased from the supplier, we are entitled to choose whether to have recourse against the supplier or to demand exemption from the claims for damages of the third party; the previous paragraphs apply accordingly. The supplier is obliged to compensate us for the expenses incurred due to the defects, in particular transport, travel, work and material costs.
- j) We are only liable for contract-typical and foreseeable damages. We are only liable for consequential damage insofar as it is caused by us, our representatives, employees or other vicarious agents through intent or gross negligence. The supplier indemnifies us from claims for damages by third parties to the extent that he himself would also be directly liable or the damage was caused by a deviation from the agreed specifications of our general acceptance criteria.
- k) In cases of slight and simple negligence, our liability is limited to the amount of the order value of the respective delivery.
- l) The above limitations of liability (limitation of liability to foreseeable damage typical for the contract, to gross negligence and to the maximum amount of liability) do not apply to damage resulting from injury to life, body and health.
- m) The supplier indemnifies us from all costs, damages and liabilities arising from the violation of waste management regulations, in particular due to faulty or incomplete documentation of the waste producer/owner or waste transporter in accordance with the Ordinance on Waste Recovery and Disposal Records (NachweisVO).

10. Retention of Title

- a) Any processing, mixing or combination of materials provided by the supplier is carried out for us. If the right of ownership of a third party remains in effect after processing, mixing or combining with the goods of a third party, we shall acquire co-ownership of the new item in the ratio of the value of our provided materials to the other items.
- b) The transfer of ownership of deliveries to us is absolute and regardless of the payment of the price. In any case, all forms of extended or prolonged retention of title are excluded, so that any retention of title declared valid by the supplier is only valid until payment for the delivery made to us and only for this delivery.

11. Product Liability

- a) In the event that claims are made against us on the basis of product liability, the supplier is obliged to indemnify us from such claims if and

to the extent that the damage was caused by a defect in the subject matter of the contract delivered by the supplier. In cases of fault-based liability, however, this is only sufficient if the supplier is at fault. Insofar as the cause of the damage lies within the supplier's sphere of responsibility, the supplier bears the burden of proof.

- b) In such cases, the supplier assumes all costs and expenses, including the costs of any legal action.
- c) In all other respects the legal provisions shall apply.

12. Validity and Duration of the Contract

- a) In the case of a transboundary consignment of waste, the validity of the contract is subject to the condition precedent of the legal validity of the corresponding notification and to the condition subsequent of the contractual period of the corresponding notification contract.
- b) The right to termination without notice for good cause remains unaffected. An important reason for termination without notice is also, but not exclusively, the loss of a permission important for the execution of consignment and disposal.

13. Dates

The supplier has the duty to ensure that the periods and deadlines agreed with us in the contract, performance specifications, offers and proof of disposal are met.

14. Confidentiality

All of our operational or business information and matters that have become known or will become known to the supplier are confidential. They may not be disclosed to third parties without our prior written consent.

15. Compliance with Corporate Social and Social Responsibility and Environmental Protection

- a) The supplier undertakes to comply with internationally generally accepted standards and conventions on corporate social responsibility to protect human rights, provide safe and healthy working conditions and eliminate child employment. In this respect, the supplier will (i) support and respect the protection of internationally acknowledged human rights; (ii) promote the elimination of all forms of forced labour, (iii) effectively abolish child labour, and (vi) maintain wage levels and working hours at least equal to the minimum legal standard, and (vii) provide a safe working environment for workers and contractors.
- b) Upon our reasoned request, the supplier undertakes to participate in audits as part of an internal audit programme with regard to compliance with the standards and agreements referred to in this section. In this case, the supplier will immediately provide the duly requested documentation and otherwise ensure appropriate cooperation. The supplier shall bear its own costs in connection with such an audit and shall maintain the strict confidentiality of all information provided to it for this audit and its results.
- c) In addition, the supplier undertakes to comply with the respective legal regulations on environmental protection and to work to reduce the negative effects of its activities on people and the environment. For this purpose, the supplier will set up and further develop a suitable management system within the scope of his possibilities.
- d) Furthermore, the supplier will observe the principles of the UN Global Compact Initiative.

16. Foreign Business

In the case of import and export transactions or such transactions which are based on official approval, our transactions are subject to the approval of the competent authorities.

17. Place of Performance, Place of Jurisdiction and Applicable Law

- a) Place of performance is the respective receiving factory specified in the order or confirmation of purchase / confirmation of disposal. Unless otherwise agreed, delivery shall be "delivered duty paid" (DDP - Incoterms 2020). The place of performance for payment is also the respective receiving factory.
- b) Place of jurisdiction is the location of the respective receiving factory. The contract is governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Annex 1 to the conditions of purchase and disposal**Price list**

When delivering used lead-acid batteries which are contaminated by NiCd batteries or other foreign parts, the additional expenditure for sorting and disposal (there is no claim for return delivery for 1 and 2) will be invoiced as follows:

1. NiCd batteries:**1.1. Sorting costs**

Depending on the proportion of NiCd batteries in the delivery of used batteries, sorting costs are charged, which amount to **€ 150.00** per working hour, including machine proportion.

1.2. Disposal costs

In the case of delivery of old lead-acid batteries contaminated with NiCd batteries, the actual disposal costs plus 20% administrative costs will be charged.

2. Foreign parts

For deliveries that are contaminated with foreign parts such as wood, iron or other, a flat rate of **€ 130.00** per delivery will be charged for sorting and depot costs. The determined weight is deducted from the gross weight.

3. Packaging/emptying and handling costs

If the material is packed in iron barrels or lattice boxes or sacks, we charge **€ 100.00** per working hour and **€ 10.00** per barrel/lattice box, or **€ 15.00/t** of delivered material for emptying. The packaging material remains your property. In the event of non-return, which is to be agreed in each case, we will charge you a disposal fee of:

- € 20,00 per iron and plastic drum or fabric bag**
- € 15,00 per box pallet**
- € 5,00 per one-way pallet**

It is pointed out that the material may have to be transported in accordance with the Waste Proof Ordinance (national) or Waste Shipment Ordinance (international) and/or GGVS/ADR or that, in the event of collection on our part, the material must be kept ready for collection with the correct transport identification in accordance with the Waste Proof Ordinance (national) or Waste Shipment Ordinance (international) and/or GGVS/ADR.

- This appendix is an integral part of the purchase contract -