

General Terms and Conditions of Disposal of Ecobat Solutions Europe GmbH

1. General - Scope of application

- a. These Terms and Conditions of Disposal shall apply in cases where we accept used batteries, accumulators or other goods (hereinafter collectively referred to as "Goods") from the customer against payment or free of charge and dispose of them on the customer's behalf.
- b. Our Terms and Conditions of Disposal shall apply exclusively; we do not accept any terms and conditions of the customer that conflict with or deviate from our terms and conditions of disposal unless we expressly agree to their validity in writing. Our Terms and Conditions of Disposal shall also apply if we accept the customer's goods without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our Terms and Conditions of Disposal.
- c. All agreements made between us and the customer for the purpose of executing this contract shall be set out in writing.
- d. Our Terms and Conditions of Disposal also apply to all future business with the customer.
- e. Individual agreements made with the customer in individual cases (including ancillary agreements, supplements and amendments) shall take precedence over these Terms and Conditions of Disposal. Individual agreements made prior to or upon conclusion of the contract must be in writing.

2. Conclusion of Contract

- a. Unless otherwise agreed, the contract for the disposal of goods shall be bindingly concluded by our confirmation of the customer's order, which is usually sent electronically.
- b. The laws, ordinances and regulations relevant to the disposal of the respective goods at the time of performance, in particular waste legislation, shall apply. These are to be observed by both parties.

3. Obligations of the Customer, Costs

- a. The customer's obligations include in particular ensuring that the goods received:
 - aa. are properly declared and segregated according to their origin, nature, composition and hazardousness and we are informed of the details of the goods;
 - bb. for used batteries, sorted into agreed and notified battery fractions are separate;
 - cc. are free from foreign bodies and foreign material ("false litters");
 - dd. comply with the applicable waste legislation and other statutory provisions, official orders and requirements;
 - ee. are packed by the customer in a transport-safe manner and in accordance with the applicable load securing regulations - in particular in the devices provided for this purpose (in particular boxes, pallets);
 - ff. and the transport boxes, pallets and containers used are complete, have no defects and are not overfilled; otherwise the customer must notify us immediately.
- b. We are entitled but not obliged to check deliveries before and after handover for their compliance with the requirements of the above section 3 a. and, in the event of non-compliance, after weighing the interests of both parties, to reject them or refuse their acceptance at the expense of the customer.

- c. The customer shall avoid misdirected goods as well as adjust deliveries for misdirected goods. The parties agree that any increase in the weight of the goods due to shortfalls shall result in a corresponding increase in the total weight of the goods by us. If it is necessary for us to remove and dispose of the misdirected goods, the customer will be charged for the time spent on this.

4. Rejection and Return of Goods, Costs

- a. We are exempt from taking delivery of the goods and the customer is obliged to take back the goods immediately if:
 - aa. the customer provides goods contrary to these disposal conditions and the agreed and indicated qualities and types;
 - bb. the legal or official prerequisites and/or allocations required for the acceptance and disposal of the goods do not exist or an effective notification or notification agreement is lacking or, in the case of transboundary movements, there is a violation of the Basel Convention or EU Regulation No. 1013/2006, as amended from time to time;
 - cc. we are or will be prohibited from accepting and disposing of the goods by authorities or by court;
 - dd. acceptance is or becomes impossible or unreasonably difficult for us as a result of force majeure, strike or lock-out.
- b. The goods are to be taken back immediately at our request at the expense and risk of the customer in cases of item 4 a. notwithstanding our further legal claims, to be taken back immediately at our request at the expense and risk of the customer. If this is not done within a period of one week despite our request, we are entitled, without prejudice to further rights, to carry out the return transport to the customer ourselves or to have it carried out by third parties and to invoice the customer for the costs incurred.

The customer shall indemnify us and the commissioned third party against any liability under civil law as well as waste and transport law with regard to the return transport, insofar as the liability is not based on gross negligence or intent on our part or that of the commissioned third party.

- c. Clause 4 a. and b. shall also apply if our analytical control tests reveal a breach by the customer of the obligations incumbent on it under the contract, these Terms and Conditions of Disposal and the statutory provisions and official orders and requirements.

5. Compliance with Public Law Regulations

- a. The parties shall cooperate in complying with the provisions of public law on the transport and disposal of waste and shall support each other by providing the confirmations and documentation within their respective spheres of responsibility in accordance with the Ordinance on Waste Recovery and Disposal Records (NachweisV) or EU Regulation No. 1013/2006 and the Notification Agreement as well as other relevant waste legislation, both in the case of shipment to the receiving plant and disposal at the receiving plant, and in the case of return shipment. In the case of transboundary waste shipments, the customer is responsible for notification and approval in the country of dispatch, unless the customer has commissioned us to obtain the necessary notification and approval.

- b. We will document the services rendered by us for the customer. This includes the takeover certificate, recording certificate, disposal certificate.

6. Transfer of Risk

- a. Deliveries of goods and other merchandise as well as services, provisions and cooperative acts shall be carried out under the customer's own responsibility and risk as well as at the customer's own expense. The risk shall not pass to us until the deliveries, services, provisions or acts of cooperation of the customer have been performed in accordance with the contract and waste law.
- b. Unless otherwise agreed individually, the delivery of goods shall be made in accordance with DDP (Incoterms 2020) receiving plant / specialist disposal company. Unless otherwise agreed individually, loading and unloading shall be carried out by the customer or by the transport person/carrier commissioned by the customer. In doing so, the appropriate instructions of our specialist personnel are to be observed.
- c. In the case of other deliveries, the transfer of risk shall take place upon delivery to the receiving plant. Unless otherwise agreed, delivery shall be made "delivered duty paid" (DDP - Incoterms 2020).

7. Prize

- a. The price stated in the order or disposal confirmation is binding. The statutory value added tax is not included in the price stated in the disposal confirmation.
- b. In the case of delivery of goods, the price - unless otherwise agreed in writing - is exclusive of packaging and impurities in accordance with the securitised material specifications.
- c. The values determined by us during the incoming goods inspection shall be authoritative for quantities, weights and dimensions, subject to other proof.

8. Terms of Payment

- a. The settlement of our performance shall be made after receipt, determination and approval of the goods at the agreed receiving plant. In the event of the return of goods which are not accepted by us for quality reasons, the customer shall be obliged to repay to us without delay the payment made by us for these goods with interest from the first day of our payment (outgoing payment). The interest rate is 9 percentage points above the base rate of the European Central Bank.
- b. In the case of bank transfers, our credit shall be deemed to have been made in good time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.
- c. The statutory provisions shall apply to the occurrence of our default, whereby a reminder written in text form by the customer is required as a prerequisite for default in any case.
- d. We shall be entitled to rights of set-off and retention to the extent provided by law. In the event of a notice of defect, we shall have the right to retain the material complained about until the (partial) payment made by us in this respect has been reimbursed by the customer.

9. Delivery Time, Delay in Delivery

- a. Deliveries must be agreed with us in writing in advance. We undertake to inform the customer immediately if we are unlikely to be able to meet bindingly agreed deadlines - for whatever reason.

- b. In the event of default on the part of the customer, we shall be entitled, after setting a period of grace, to obtain the ordered material elsewhere. Any additional costs incurred shall be borne by the customer.

10. Defects, Warranty

- a. Irrespective of the statutory warranty claims, we shall be entitled to demand from the customer, at our discretion, rectification of defects or replacement delivery. In this case, the customer is obligated to bear all expenses necessary for the purpose of rectifying the defect or the replacement delivery. We expressly reserve the right to claim damages for non-performance.
- b. In the event of complaints by us, the customer is obliged to take back the material complained about. We reserve the right to demand the delivery of material of perfect quality. Should we accept the rejected material, the parties shall agree on an appropriate reduction of the purchase price.
- c. Notwithstanding § 442 para. 1 sentence 2 BGB (German Civil Code), we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- d. The warranty period is 36 months, calculated from the transfer of risk.
- e. The limitation of claims is suspended as long as the goods are at the customer's premises or at the customer's agents' premises for inspection for defects or for rectification of defects.
- f. Insofar as claims are asserted against us by third parties due to defects in the goods purchased by the customer, we shall be entitled to recourse against the customer; the previous paragraphs shall apply accordingly. The customer is obliged to reimburse us for the expenses incurred due to the defects, in particular transport, travel, labour and material costs.

11. Liability

- a. All goods delivered to us or collected by us must be inspected by the customer for explosives and parts suspected of being explosive and must be free of radiation. Customer shall be fully liable to us for all damage caused by such parts, defect or incorrectly packed goods.
- b. Insofar as the customer is responsible for product damage, he is obliged to indemnify us against claims for damages by third parties on first demand, insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- c. We shall only be liable for typical contractual and foreseeable damages. We shall only be liable for consequential damages insofar as they are caused by us, our representatives, employees or other vicarious agents through intent or gross negligence.
- d. Our liability shall be limited in cases of simple negligence to the amount of the order value of the respective delivery.
- e. The above limitations of liability in c and d. do not apply to damages arising from injury to life, body and health.
- f. The customer shall indemnify us against all costs, damages and liabilities arising from the violation of waste legislation, in particular due to incorrect or incomplete documentation of the waste producer/owner in accordance with the NachweisV. We shall also be indemnified if the damage was caused by a deviation from the agreed specifications or our general acceptance criteria.

12. Retention of Title

The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. All forms of extended or prolonged retention of title are excluded.

13. Product Liability

- a. In the event that claims are asserted against us on the basis of product liability, the customer shall be obliged to indemnify us against 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 customer. In cases of fault-based liability, however, this shall only be sufficient if the customer is at fault. If the cause of the damage lies within the customer's area of responsibility, the customer shall bear the burden of proof in this respect.
- b. In such cases, the customer shall bear all costs and expenses, including the costs of any legal action.
- c. In all other respects, the statutory provisions shall apply.

14. Dates

The customer has the obligation to ensure that he complies with his deadlines and dates agreed with us in the contractual agreements, service descriptions, offers and proofs of disposal.

15. Property Rights

We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express consent. The customer guarantees that he will neither use the trademarks and company names owned by the ECOBAT Group without authorization nor infringe them in any other way.

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

- a. The Customer undertakes to comply with internationally generally accepted standards and conventions on corporate social responsibility for the protection of human rights, the creation of safe and healthy working conditions and the abolition of child labour. In this regard, the Customer will (i) support and respect the protection of internationally recognized human rights; (ii) promote the elimination of all forms of forced labor, (iii) promote the effective abolition of child labor, and (vi) promote wage levels and working hours that are at least equal to the minimum legal standard, and (vii) provide a safe working environment for employees and contractors.

- b. The customer undertakes to participate, at our justified request, in audits as part of an internal audit programme with regard to compliance with the standards and conventions referred to in this section. In this case, the customer shall promptly provide the duly requested documents and otherwise ensure appropriate cooperation. The customer shall bear its own costs in connection with such audit and shall maintain the strict confidentiality of all information provided to it for such audit and the results thereof.
- c. The customer also undertakes to comply with the respective statutory regulations on environmental protection and to work to reduce adverse effects on people and the environment in its activities. For this purpose, the customer shall set up and further develop a suitable management system within the scope of its possibilities.
- d. Furthermore, the customer will observe the principles of the UN Global Compact Initiative.

17. Foreign Transactions

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

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

- a. The place of performance for the delivery is the respective receiving plant specified in the order or purchase confirmation. The place of performance for payment shall also be the respective receiving plant.
- b. In commercial transactions, the place of jurisdiction is the registered office of our company. The contract is subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).