

General Terms and Conditions

(Purchase of Materials)

E.R.N. Elektro-Recycling NORD GmbH (E.R.N.)

1. Exclusive Scope

Unless otherwise expressly stipulated in writing, these General Terms and Conditions for the purchase of various materials (hereinafter referred to as "Material") apply. The respective parties will hereinafter be referred to as the "Supplier" (as Seller) and "E.R.N." (as Buyer). The conditions of E.R.N. apply exclusively. E.R.N. does not accept deviating conditions of the Supplier, even if the conditions have not been expressly contradicted or a delivery has been accepted, unless E.R.N. has expressly acknowledged the validity of such alternative conditions in writing. These conditions also apply to all future orders from the Supplier, even if the validity of the conditions has not been expressly agreed on with the Supplier. Additionally, the Code of Conduct of the parent company Aurubis AG, accessible at <http://www.aurubis.com> under the Responsibility, Compliance tab, and its corporate policies in environmental protection, accessible at www.aurubis.com under the Responsibility, Environment tab, are valid for the contractual agreement of E.R.N., and the Supplier accepts them as legally binding.

2. Bids and Acceptance

A contract shall only come about if E.R.N. issues written acceptance (as well by e-mail). The parties shall either agree on a fixed price (hereinafter as "Spot Transaction") or price fixing based on the metal values (hereinafter referred to as "Refining Transaction").

3. Provisional Invoice and Provisional Payment

Where stipulated, E.R.N. makes an advance payment upon presentation of a provisional invoice before delivery, inspection, weighing and analysis of the Material based on the approximate value of the goods (hereinafter referred to as "Provisional Payment"). If E.R.N. makes a Provisional Payment, this payment does not indicate acknowledgement of quality or quantity. Only the final inspection, weighing and, for Refining Transactions, the additional laboratory analysis are decisive for the price setting process. If the value of the Materials in Refining Transactions is lower than the Provisional Payment after deducting the agreed treatment charges and deductions, E.R.N. is authorized to reclaim the Provisional Payment in whole or in part. The Supplier is obligated to reimburse the amount at the first request.

4. Material, Packaging

a) The delivered Material must be suitable for processing and sampling. The Material must be free of hazardous components, such as mercury and PCBs, in order to be able to process it without additional cost. Furthermore, the Supplier ensures that the Material delivered has the standard chemical composition and standard physical properties, is free of radioactivity and that the safety of the transport, including loading and unloading, is guaranteed. Moreover, the Material may not include any organic or flammable elements or spontaneously combustible or explosive properties.

b) The packaging and labeling of packaged Material must adhere to legal regulations. Old labels on used packaging must be removed.

c) If packaging is required beyond the individual contractual arrangements, the type and extent of the packaging must be confirmed by E.R.N. in advance. Any packaging costs are at the expense of the Supplier. Ownership of the packaging is transferred to E.R.N. or can be returned free of charge at the Supplier's request.

d) The Supplier guarantees that all of the wood packaging used under this contract complies with the ISPM15 standard. The Supplier shall assume responsibility for any damages, delays and costs arising from his/her non-compliance with the ISPM15 standard.

5. Delivery / Customs Clearance

a) Unless other arrangements have been made, the delivery shall be DAP in accordance with the current Incoterms.

b) Delivery address: Elektro-Recycling NORD GmbH, Peutestrasse 21-23, 20539 Hamburg, Germany. Receiving times: Monday to Thursday 7:00 a.m. to 2:30 p.m., Friday 7:00 a.m. to 12:30 p.m.

c) The Supplier is obligated to observe the legal regulations of the European Community regarding transboundary waste shipments, especially those based on the Basel Convention.

d) The Supplier guarantees that every ship that transports goods under this contract complies with the ISPS Code. The Supplier shall assume responsibility for any damages, delays and costs arising from his/her non-compliance with the ISPS Code.

e) Before delivery the Supplier shall always inform E.R.N. about the details of the delivery, particularly i) the delivery date, ii) the weight and packing list including the number of packages or boxes and the total gross and net weight, iii) the provisional invoice, iv) the type of Material including the contractual reference and v) a signed Annex 7 contract.

6. Insurance

a) The Supplier shall bear the costs of insurance for the transport to and from E.R.N. unless otherwise agreed. Accordingly, E.R.N. is not liable for damages that occur during transport.

b) If CIF/CIP deliveries were arranged, the Supplier shall insure all of the risks of the transport up to its arrival at the delivery address with first-class insurers recognized by E.R.N. at the Supplier's own expense and for the benefit of E.R.N. This includes all risks pursuant to Institute Cargo Clauses (A), Institute War Clauses (Cargo) and Institute Strike, Riots and Civil Commodity Clauses (Cargo). The insurance benefits correspond to 110 % of the preliminary value of the goods with later correction to the final value of the goods and must be tax-free and in the currency in which the payment has to be made according to the contract. In the case of a partial or complete loss, the damages shall be assessed/regulated pursuant to the clauses mentioned above. The payment that E.R.N. is required to make may not exceed the indemnity sum received from the insurance minus 10 %. In the case of a complete loss, the fortieth day after the bill of lading is issued is considered the arrival date.

7. Receiving Control, Analytics

a) In the case of Spot Transactions, the Material is checked with regards to the specified quantity (weighing) and quality (inspection) upon receipt (hereinafter referred to as "Receiving Control"). This Receiving Control is decisive for the final invoice. The Supplier is free at any time, at his/her own expense, to witness the Receiving Control himself/herself or via a representative. E.R.N. must be informed of this by e-mail at least three days before delivery. If the Supplier or his/her representative is not present during the Receiving Control, the Supplier waives his/her right to participate in the Receiving Control.

b) In the case of Refining Transactions, the Material is checked with regards to the specified quantity (weighing) and quality (inspection and laboratory analysis) upon receipt. To determine the metal contents, in line with industry's standards a sample of the Material is taken and, at E.R.N.'s discretion, analyzed in an external laboratory or in the laboratory of the parent company, Aurubis AG. The sampling process and analytics can take 8-10 weeks. E.R.N.'s weighing and analysis are decisive for the final invoice. The Supplier is free at any time to witness the Receiving Control himself/herself. The Supplier also has the right, at his/her own expense, to be represented by a sworn sampling specialist. In each case the E.R.N. must be informed of this by e-mail at least three days before delivery. If the Supplier, his/her representative or the sworn sampling specialist is not present during sampling, the Supplier waives his/her right to participate in the sampling process.

c) After the Receiving Control the Material is immediately at E.R.N.'s disposal for processing.

8. Final Invoice, Price Setting

- a) The compensation will be established in an individual contract.
- b) The compensation will be offset by the Provisional Payment if such payment was made.
- c) In the case of Refining Transactions, contractually agreed treatment charges and deductions will also be deducted from the compensation.
- d) If, in the case of Refining Transactions, the value of the Materials is lower than the Provisional Payment according to the analytics after deducting the agreed treatment charges and deductions, E.R.N. is authorized to reclaim the Provisional Payment in whole or in part. The Supplier is obligated to reimburse the payment at the first request.
- e) In case of Spot Transactions compensation is due 30 days after delivery.
- f) In case of Refining Transactions compensation is due within 30 days after the final analysis values have been submitted and the price has been set pursuant to the following point g).
- g) Price fixation is required for Refining Transactions. The price is set on the unknown market at the discretion of the Supplier within two weeks after the final analysis has been completed. The price fixation request must be declared 24 hours before the exchange opens. Price fixation on the weekend or on holidays is not possible. In this case the last known foreign exchange rate is used.
- h) The USD quotations are converted to euros on the price setting day at the official cash spot rate of the Frankfurt Foreign Exchange Market.
- i) If the Supplier does not fix the price according to g) by the deadline, E.R.N. is authorized to fix the price itself at E.R.N.'s equitable discretion.

9. Transfer of Risk, Ownership

- a) Unless otherwise stipulated, the risk is transferred to E.R.N. upon receipt of the ordered Material at the receiving address.
- b) The Supplier is aware that the Material is mixed with and bound to other Materials. The Supplier's right of ownership of the delivered Material expires upon transfer of the Material to the receiving address at the latest. Up until this point, E.R.N. is authorized to restore the sole ownership of the Supplier via segregation.

10. Liability of E.R.N.

- a) In the case of fault or gross negligence on our part or on the part of our representatives or agents, we are liable in accordance with the legal regulations; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally any liability of E.R.N. for damages shall be limited to the typically predictable damage, at the most up to the value of the Material delivered by the Supplier.
- b) Any liability of E.R.N. for culpable damage to life, body or health as well as any liability under the Product Liability Act shall remain unaffected.
- c) Any liability of E.R.N. not expressly provided for above shall be disclaimed.

11. Force Majeure

Serious occurrences, in particular force majeure, industrial disputes, unrest, war or terrorist conflicts that lead to unforeseeable consequences for the provision of the service release the parties to the contract from their service obligations for the duration of the disruption and to the extent of its effects, even if they default. Exchange periods or price setting/fixing as well as return deliveries will also be suspended for the duration of the force majeure. This is not connected to an automatic dissolution of the contract unless the occurrence lasts longer than 180 consecutive calendar days. In this case an extraordinary termination right goes into effect. The parties to the contract are obligated to inform one another about such an obstacle and to

adjust their obligations to the modified circumstances in good faith and trust.

12. Taxes and Charges

- a) Taxes, duties and other charges that are levied outside of the Federal Republic of Germany on the Material and the related documents shall be borne by the Supplier.
- b) Prices and additional costs specified by E.R.N. exclude VAT.
- c) E.R.N. reserves the right to send back invoices that do not align with VAT regulations. In this case the invoice is considered as not issued.

13. Place of Fulfillment

The place of fulfillment for all of the obligations from this contract is E.R.N.'s place of business (Hamburg, Germany) or, at E.R.N.'s discretion, the Supplier's place of business.

14. Offset Rights and Rights of Retention, Assignment

- a) The Supplier is only entitled to offset rights and rights of retention when the counterclaims of the Supplier are uncontested or when the legal force of the counterclaim has already been ascertained. This also holds true for objections to unfulfilled contracts in accordance with § 320 of the German Civil Code.
- b) Offsetting is also permissible with and against claims made by affiliated companies.
- c) The Supplier may only assign claims with written consent.

15. Rights of Third Parties

The Supplier guarantees that the Material is free from claims of any third parties, especially reservations of ownership, industrial property rights or liens.

16. Confidentiality

The Supplier will keep all business and technical information made accessible by E.R.N. confidential, will not make it accessible to any third parties and will only use it for joint purposes, as long as and to the extent that this information is not verifiably known publicly.

17. Additional legal conditions

- a) The place of jurisdiction for any disputes resulting from this contract is Hamburg, Germany.
- b) The laws of the Federal Republic of Germany are exclusively valid for this contract with the exception of any conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- c) The Supplier guarantees that the delivered Material was produced and/or imported or exported in compliance with (a) all laws, provisions, directives, regulations and official rules and requirements of the country of origin, (b) all sanctions or trade restrictions regulated by law, provision, directive or other regulation, including the United Nations, and (c) all applicable human rights, environmental and safety provisions of the United Nations.
- d) The Supplier undertakes to observe all applicable laws, provisions and directives or any other regulations combating bribery and corruption, including the relevant legislation in the US and Great Britain (UK Bribery Act and US Foreign Corrupt Practices Act), hereafter summarized as "regulations", and not to enter into any function, activity or conduct (e.g. the requesting, offering, promising, approving, giving or receiving of any unlawful payments or other benefits) which constitutes criminal action according to the regulations stated. The Supplier undertakes to inform E.R.N. promptly of any circumstances which could constitute the violation of the regulations stated. The failure to observe this clause is a significant violation of this contract and entitles E.R.N. to cancel the contract without notice. E.R.N. is not liable for claims, losses or damages which arise in connection with the non-observance of this clause by the Supplier. The Supplier is to release and indemnify E.R.N. from such claims, losses or damages.

(Status: September 2014)