

# General Purchase Conditions of TSR Slovakia s.r.o.

## 1. General – Scope of Validity

1.1 Our purchase conditions have an exclusive validity; we do not recognize the purchase conditions of a supplier which are in contradiction with our purchase conditions or which differ from them, unless we approve of their validity in writing. In such a case, they apply only to a specific given contract. Our purchase conditions apply also if, knowing the purchase conditions of a supplier, which are in contradiction with our purchase conditions or differ from them, we accept a supply from that supplier without objections. Our silence cannot thus ever be considered as a consent or an approval. Special provisions arranged between the supplier and us remain hereby unaffected. 1.2 These general purchase conditions (hereinafter referred to as the “GPC”) have been prepared in accordance with Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “CC”).

## 2. Conditions common in the Business Relations

2.1 The business clauses are interpreted by the official rules of ICC for the interpretation of delivery clauses INCOTERMS, as amended. 2.2 It is presumed that the supplier is familiar with the content of the business conditions common in the business relations.

## 3. Offer / Order

3.1 Our offers / orders are not binding and are revocable until the moment of their acceptance by the supplier (i.e. also during the below-mentioned term for the acceptance). The supplier is obliged to confirm our order legitimately within the term of 3 business days. Should the supplier fail to confirm our order during the aforementioned term, the order will cease to exist. 3.2 The following order of binding effect applies: (i) the contract, (ii) the GPC, (iii) the customs of trade between the supplier and us. 3.3 The representations or notices of the supplier after a contract has been concluded are effective only if made in writing and accepted by us in writing. 3.4 We are not bound by the contract if when entering into the contract or amendments to this contract the supplier makes any changes, amendments or deviations in the contract, an amendment or in any related arrangement even insignificantly changing the conditions of the contract, an amendment to the contract or in any related arrangement. 3.5 We are not bound by a confirmation letter of the supplier within the meaning of Section 1757 of the CC that even insignificantly changes the content of the contract entered into.

## 4. Prices, Weight and Quantity

4.1 The agreed-upon prices apply, unless agreed otherwise, with the transport charges paid by the supplier (“frei Empfangsstelle”). The prices are fixed. 4.2 The invoicing is determined by the weight and quality upon the receipt. With the doped scrap, we are not obliged to claim immediately the missing quantity up to 200 kg.

## 5. Invoicing.

Payment and Offsetting 5.1 If costs arise on our side due to a rejection of the goods (or withdrawal from the contract due to any defective goods) or any other costs are incurred to us, the supplier is obliged to account for these by a credit note. If we take the goods upon a premature delivery, this fact does not result in an earlier maturity of the payment. 5.2 The maturity term shall be, unless agreed otherwise in writing, 14 days from the issuance of a tax document (invoice) for non-ferrous scrap and 30 days from the issuance of a tax document (invoice) for other goods and services; the supplier is only entitled to issue the invoice after the goods are properly delivered or services provided. If we provide prepayments for our orders or any advances, we acquire the ownership right to the ordered goods at the moment of its reservation or readiness for dispatch. 5.3 We keep the right to an offset or a retention right to a legal extent. 5.4 If we withdraw from the contract due to defective performance, the supplier is obliged to return the payments we have already made including the accrued interests to us without any delay. We are entitled to keep the goods until the receipt of the returned payment from the supplier.

## 6. Liability for Defects

6.1 A due performance of a contract anticipates that all items delivered and services rendered will correspond to the latest state of technology, current legislation, regulations and directives of authorities, trade unions and professional associations. The deliveries and services must in particular correspond to the Regulation of the European Parliament and of the Council shipment of waste and the related legal regulations. The respective certificates must be handed over together with the deliveries, if the same is regulated or if it is common. The supplier is responsible to ensure the agreed-upon type clarity of the delivery and for compliance with and overseeing of all related legal declaration and evidence duties. The supplier is fully liable for the origin of the goods and for possible contained foreign substances and impurities, regardless of the fact, whether these are admissible from the waste management point of view or not. 6.2 The supplier is obliged to arrange that the goods was tested in all shipments regarding the occurrence of explosive particles, items, which could cause an explosion, closed hollow bodies and radioactive substances. Based on these tests, the supplier is responsible for that the delivered material does not contain explosive particles and items, which could cause an explosion, closed hollow bodies and radioactive substances. 6.3 The supplied goods may not also contain substances emitting radioactivity. However, if the presence of contaminated parts is detected, all costs incurred by the delivery and storage (radioactive contamination) in contradiction with the contract shall be borne by the supplier, in particular, the costs relating to testing, separation, detection and storage, additional costs for transport, treatment, liquidation, any possible sanctions or any other subsequent costs. Moreover, the supplier shall be liable for possible related property damage and personal injury. If it is allowed by law, the supplier is obliged to take back the contaminated substances. 6.4 No mixing of more kinds of scrap may occur. 6.5 We are entitled to legal claims resulting from defects to a full extent. In every case, we are authorized to claim, at our own discretion a removal of the defect, a delivery of a new thing, a delivery of a missing thing, an adequate discount of the purchase price or to withdraw from the contract. We are entitled to withdraw from the contract even if the defective performance does not represent any material breach of the contract. Should the performance be defective in part only, we are entitled to withdraw from the contract with respect to the unfulfilled remaining performance. The right to compensation for damage shall explicitly remain reserved to us. 6.6 We are authorized to remove the defect at the supplier’s expense by ourselves if there is a risk of default or the matter is especially urgent. 6.7 We are entitled to announce defective goods anytime within a period of 6 months after its receipt; announcement of a defect within such period is considered as an announcement of a defect without undue delay. The court will not take it into account the supplier’s objection that the defect has not been claimed by us in time. 6.8 If costs are incurred to us due to a defective performance of the subject of contract, in particular costs of transport, work, material or costs of entry inspection that exceeds the regular scope, the supplier shall be obliged to compensate us for such costs. Claim of the rights resulting from the defects of the goods by us includes claiming of the costs spent effectively during asserting such rights. 6.9 The supplier is liable for any damage caused to us by its subsequent contractors, previous suppliers, subcontractors and assistant personnel, as well as for damage caused by it itself.

## 7. Rights of Third Parties

7.1 The supplier is liable for any damage that will incur due to its deliveries or in connection with its deliveries to third parties. 7.2 The supplier is obliged to release us from any claims to a compensation for a damage raised by the third parties if the cause lies in its area of competence and organization, and/or if it is itself liable for damage to the third parties. In accordance with Section 1892 of the CC, the supplier is obliged to indemnify us to a full extent and without any reservations for any damage, which were caused to us in such cases, including a compensation for the costs incurred in connection with any active or passive

processes, the cause of which originated in connection with a breach of the supplier’s duties, all of these on our first demand. 7.3 The supplier is liable to cover all the costs incurred by us as a result of the rights and claims of the third parties (such as the costs of a legal representation, litigation costs, costs of a preliminary procedure to secure the evidence), damage and other detriments, including the production stoppage, which we suffer as a consequence of the fact, that the we cannot use the delivered goods in accordance with our plan. 7.4 Mitigation of the amount of the damage compensation pursuant to Section 2953 of the CC is excluded.

## 8. Transfer of Rights and Duties / Assignment

8.1 We shall acquire the proprietary right when accepting the goods, unless agreed or stipulated in these GPC otherwise. 8.2 The danger of damage to property shall be transferred to us when taking over the thing, unless agreed or stipulated in these GPC otherwise. 8.3 Without our express written consent, the supplier may not transfer its contractual duties. Also, it may not assign its contractual claims entirely or partly to third parties. 8.4 The supplier is authorized to set off or to retain the goods only if its counter claims are based on the same legal relationship as its obligation, provided that its counter claims were found legitimate, are undisputable or are recognized by ourselves in writing and are payable.

## 9. Delivery Term, Delay in Delivery

9.1 The delivery term stated in the order is binding. To decide whether the delivery was made in time, it is decisive when the goods was delivered to the place of designation stated in the order. 9.2 The supplier is obliged to inform us without any delay in writing if circumstances occur or if it is possible to recognize the circumstances, from which it is apparent that the agreed-upon delivery term could not be kept. 9.3 In case of a delay in the delivery, we are entitled to legal claims. In particular, we are authorized to claim a compensation for the damage and a withdrawal from the contract. 9.4 Without our consent, a prematurely realized delivery shall not affect the term of maturity set for the given delivery term; in such case the supplier is entitled to issue the invoice only after the original date of delivery of the respective goods or the date of provision of the respective services. 9.5 An official measure, transport complications, limitation of deliveries, strikes, unfavourable climate, operating breakdowns not deliberately caused or other interventions of force majeure, both on our side and on the side of our suppliers extend correspondingly the agreed-upon delivery terms and the terms of performance. If such an obstacle lasts more than 8 weeks, both parties are authorized to withdraw from the contract.

## 10. Dispatching

10.1 The date of dispatch, type of the transportation means and a method of dispatch will be selected by us. 10.2 For every shipment, we must always be notified immediately upon the dispatch of the goods; a fax must be sent or an email delivered to us. The notice of dispatch must contain exact data on the content, individual weights of the given types of the goods, waste key or classification based on the hazardiousness of the cargo or legal regulations concerning the hazardous substances. All the dispatch documents (such as for instance delivery notes, ship mortgage bonds, weight note) and all the written correspondence must contain the exact identification of the kind of goods, weight of the delivery, ordering data, address of the main supplier and the name and ID No. of the subcontractors if applicable, as well as the place of receipt of the delivery. If no kinds of the delivered scrap are stated, our classification or the classification of the recipient will be applicable. In such a case, any claims of the supplier are excluded. 10.3 Partial deliveries are allowed only with our consent and must be identified as such in the dispatch documents. The costs and damage suffered as a result of an incorrect or a neglected declaration of properties or a failure to respect our instructions shall be borne by the supplier. A combination of different kinds in the delivery is permitted only based on a special agreement. 10.4 For non-ferrous metals or doped scrap, the given specific material must be clearly stated on delivery notes, ship mortgage bonds, bills of loading and bills of weight. 10.5 If the supplier is entitled, based on a particular order, to a return of the package materials necessary for the given shipment, it must state such a requirement clearly on all delivery bills/notes. If this identification is missing, the empty package material will be destroyed immediately upon receipt. The claims to a return of the package material of the supplier will be voided. 10.6 The risk of damage to goods during transport and dispatch of the goods shall be borne by the supplier. The same applies also to a possible return. 10.7 In the deliveries, the “transportation charges will be covered by the supplier” (“frei Empfangsstelle”) the risk of damage to property will be transferred to us when accepting the goods at the place of destination. The supplier or persons designated by it are obliged to have the shipment receipt confirmed at the place of destination. The delivery to any other than the place of destination does not result in transfer of the risk of damage to property to us even if the shipment is taken over at this place. 10.8 Upon the delivery “transportation charges will be covered by the supplier” (“frei Empfangsstelle”) the costs of transfer and costs associated with the goods delivery including possible connection of a wagon, as well as any auxiliary costs and any costs shall be borne by the supplier. For deliveries, where the transport charges will be paid by the supplier to a certain place, all costs of dispatch of the goods up to the railway station, in particular the costs and fees for the weighing of the goods shall be borne by the supplier. 10.9 If deliveries are performed by trucks, a bill of loading/delivery note must be attached with a certificate of dispatch. 10.10 Storage charges, demurrage charges, marshalling charges and all other costs, which are incurred upon a delay of any kind, shall be borne by the supplier.

## 11. Non-Disclosure

11.1 The supplier is obliged to keep secret all the business and technical information and source documents which it learned within the frame of the business relationship and which are not generally known, and use them exclusively to provide the ordered delivery and to render the services. 11.2 When stating references and advertising, the supplier may state our company or our brand, only if we expressed a prior written consent with it.

## 12. Place of Performance, Competence of a Court, Governing Law

12.1 The place of performance for the given delivery or performance is the place of performance we have stated; the place of payment is Prague or the registered office of a plant which placed the order. 12.2 The court having local jurisdiction for all disputes is Prague unless it is in contradiction with the legal regulations. 12.3 The laws of the Czech Republic shall exclusively prevail in case of any dispute. The application of a Vienna Treaty on International Purchase of Goods and the Haag Treaty is excluded.

## 13. Data Storage

13.1 Your data, if relevant for the business relationships, shall be kept in our information system. 13.2 The supplier agrees with the processing of its personal data for the purposes of fulfilling our legal obligations.

## 14. Invalid Provisions

If the individual provisions of these conditions are or become ineffective, the validity of other provisions shall not be affected. The ineffective provisions will be rephrased in such a way, so that the intended legal and business intention be achieved. Likewise, it shall apply, that if a gap arises upon execution of the contract requiring an amendment, the contractual parties General Purchase Conditions of TSR Czech Republic s.r.o. undertake to amend the ineffective provision by a legally effective provision or shall fill in the legal gap.