

**General Terms and Conditions of Purchase of RE:CORE metals GmbH****1. General Provisions – Scope of Application**

**1.1.** Our Terms and Conditions of Purchase apply exclusively; we do not recognize any terms and conditions of the RE:CORE contractual partner that conflict with or deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. In such a case, they apply only to the respective individual contract. Our Terms and Conditions of Purchase shall also apply if we accept the RE:CORE Contract Partner's delivery without reservation, even though we are aware of terms and conditions of the RE:CORE Contract Partner that conflict with or deviate from our Terms and Conditions of Purchase. Our silence shall at no time be construed as consent or approval. Any special agreements made between us and the RE:CORE Contract Partner remain unaffected by this.

**1.2.** Our Terms and Conditions of Purchase apply only to businesses pursuant to Section 14 of the German Civil Code (BGB).

**1.3.** These Terms and Conditions of Purchase supersede any earlier Terms and Conditions of Purchase that may differ from these.

**2. Standard Trade Terms**

**2.1.** For purchases of non-ferrous metals, the customs of the metal trade, published by the Association of German Metal Traders (Verein Deutscher Metallhändler e.V.) in their currently valid version, shall apply in addition.

**2.2.** For the interpretation of trade terms, the official ICC rules for the interpretation of trade terms, INCOTERMS 2010, in their currently valid version, shall apply.

**2.3.** The RE:CORE contracting party is presumed to be familiar with the contents of the standard commercial terms. We are prepared to inform the RE:CORE contracting party of the contents of these terms at any time upon request.

**3. Offer / Order / Ownership**

**3.1.** Our offers are subject to change. The RE:CORE contracting party is obligated to confirm our offer in a legally binding manner within a period of 3 business days. If the RE:CORE contracting party does not confirm within this period, we are entitled to revoke our offer. After one week has elapsed, the offer is subject to change.

**3.2.** Only orders placed in writing in the form of an order confirmation from RE:CORE are legally binding. Email is considered written form. Orders placed verbally, by telephone, or by email are only binding if they are subsequently confirmed by us through the submission of a written order in the form of an order confirmation. The same applies to verbal side agreements and amendments to the contract.

**3.3.** The aluminum components, aluminum profile sections, steel components, and other items placed in the provided containers remain the property of the RE:CORE contracting party until they are accepted by our recycling partner.

**4. Prices, Weight, and Quantity Determination**

**4.1.** The quoted prices are non-binding. Pricing is based on the LME rate current on the respective weighing day, plus any applicable statutory sales tax, and excludes additional charges of any kind.

**4.2.** If the containers are provided and picked up by our recycling partner as agreed, we will pass on any applicable rental and transportation costs.

**4.3.** Receipt weight and findings are decisive for billing. In the case of alloyed scrap, we are not obligated to immediately report shortfalls of up to 200 kg.

**5. Billing, Payment, and Set-off**

**5.1.** Incoming deliveries are settled by us in a credit note, taking into account any rejection costs and other expenses. If we accept goods upon early delivery, this does not result in early payment due.

**5.2.** Unless otherwise agreed in writing, the payment term for non-ferrous metal purchases is 30 days after receipt and acceptance.

**5.3.** We are entitled to rights of set-off and retention to the extent permitted by law.

**5.4.** In the event of returns of goods due to quality issues, the RE:CORE contracting party is obligated to immediately reimburse us for any payments we may have already made for these goods, including interest. If this does not occur, we have the right to retain the goods until the reimbursement is received.

**6. Delivery**

**6.1.** The RE:CORE contracting party is obligated to include the RE:CORE order number and the date of the order in all correspondence, invoices, and shipping documents. In addition, a note regarding the unloading point must be included upon request. If additional expenses arise due to the RE:CORE Contract Partner's culpable failure to comply with the above requirements, the RE:CORE Contract Partner shall bear the resulting additional costs.

**6.2.** Each shipment must be accompanied by a delivery note stating the order number and date, the item number (if applicable), the quantity, and the exact delivery location. In addition, a shipping notice must be sent to us for each shipment. Invoices do not serve as delivery notes.

**6.3.** We reserve the right to accept or reject over- or under-deliveries.

**6.4.** The RE:CORE contractual partner is liable to us for ensuring that all deliveries subject to a labeling requirement are properly labeled. The labeling must also appear in order confirmations and all other shipping documents.

**7. Pickup Dates**

**7.1.** The pickup period specified in the order confirmation is binding.

**7.2.** The pickup period begins on the order date. If delays are expected or become apparent, we will notify the RE:CORE contractual partner.

**8. Liability for defects**

**8.1.** The RE:CORE Contract Partner is responsible for ensuring that deliveries and services are free from defects, in particular for compliance with the agreed specifications and guaranteed characteristics. Deliveries and services must be provided in accordance with the state of the art, and safety regulations must be observed. The RE:CORE contractual partner bears full responsibility for the origin of the goods and for any foreign substances and contaminants they may contain, regardless of whether these are permissible under waste management law or not.

**8.2.** Should explosive devices, objects suspected of being explosive, closed hollow bodies, or parts

contaminated with radioactivity be detected, all costs caused by such a delivery and loading in breach of the agreement (radioactive contamination)—in particular for inspection, sorting, securing, storage, additional transport costs, treatment, disposal, any fines, and other consequential costs, shall be borne by the RE:CORE contracting party. Furthermore, the RE:CORE contracting party shall be liable for any property damage or personal injury resulting therefrom. To the extent permitted by law, the RE:CORE contracting party is obligated to take back the contaminated materials. The RE:CORE Contract Partner shall indemnify us against any claims by third parties arising from the contaminants supplied by the RE:CORE Contract Partner.

**8.3.** The mixing of multiple types is not permitted.

**8.4.** We are entitled to the full statutory claims for defects.

**8.5.** In the event of defective deliveries, the RE:CORE contracting party hereby waives the objection of delayed notification of defects pursuant to § 377 HGB. In all other respects, the statutory provisions apply.

**8.6.** We are entitled, at the RE:CORE Contract Partner's expense, to remedy the defects ourselves or through a third party if there is imminent danger or a special need for urgency.

**8.7.** If we incur costs as a result of defective performance of the subject matter of the contract, in particular transportation, labor, and material costs or costs for an incoming inspection exceeding the usual scope, the RE:CORE contracting party shall bear these costs. The costs incurred by us in connection with complaints based on quality or other reasons will be charged to the RE:CORE contracting party as rejection costs in accordance with the currently valid rejection cost catalog or as other disposal costs.

**8.8.** The RE:CORE contracting party shall be liable to us for the fault of vicarious agents as for its own fault.

**8.9.** The statute of limitations is 24 months, calculated from the transfer of risk.

## **9. Transfer of Rights and Obligations / Assignment**

**9.1.** Without our express written consent, the RE:CORE contracting party may not transfer its contractual obligations, nor may it assign its contractual claims, in whole or in part, to third parties.

**9.2.** The RE:CORE contracting party is entitled to set off or withhold payment only if its counterclaims are based on the same legal relationship as its obligation, and if its counterclaims have been legally established, are undisputed, or have been acknowledged by us in writing and are due.

**9.3.** A retention of title in favor of the RE:CORE contracting party or third parties is excluded. The RE:CORE contracting party is obligated to transfer and assign the goods to us free of its own rights and the rights of third parties.

## **10. Other Provisions**

**10.1.** The exclusive place of jurisdiction for all disputes arising from transactions based on these Terms and Conditions of Purchase is Bielefeld.

**10.2.** The relationship between us and the RE:CORE contracting party is governed exclusively by the laws of the Federal Republic of Germany. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**10.3.** Should individual clauses of these Terms and Conditions of Purchase be wholly or partially invalid, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses; the statutory provision shall apply instead.

**(As of July 2025)**