

## General terms and conditions of purchase of materials by RMC Polska sp. z o.o.

### §1 DEFINITIONS

1. **GTC** — means these General Terms and Conditions of Purchase on the basis of which RMC Polska sp. z o.o. with its registered office in Warsaw purchases the materials specified in the Order;
2. **Materials** — goods delivered by the Seller to the Buyer in the quantity and quality specified in the order, in particular: cable with different copper content; copper scrap; copper alloy scrap — bronze, brass in various forms; aluminium, lead, zinc, steel and other scrap of non-ferrous and ferrous metals, as well as used electrical and electronic equipment.
3. **Seller** — means any domestic or foreign entity or person selling materials to the Buyer;
4. **Buyer** — means RMC Polska sp. z o.o. with its registered office in Warsaw;
5. **Party, Parties** — means the Seller, the Buyer or both parties simultaneously;
6. **Order** — a written order placed by the Buyer, signed by a person/persons authorised to represent the Buyer and Seller;
7. **LME** — London Metal Exchange;
8. **Price formula** — the method of calculating the price of the materials specified in the order;
9. **Force majeure** — means cases or events that are not attributable to the Parties and cannot be predicted or avoided, and which will occur after the order has been signed and will become an obstacle to the performance of contractual obligations, in particular such as: natural disasters, wars, revolutions, riots or sabotage, lack of action or delays by authorities, strikes;

### §2 GENERAL PROVISIONS

1. The sales agreement resulting from the order is concluded upon execution of the order by the Parties, on the terms resulting from the provisions of the order and the GTC.
2. These general terms and conditions of purchase are an integral part of all Orders or Agreements regarding the delivery/collection of materials between the Seller and the Buyer.
3. In the event of a conflict between the provisions of the order and the GTC, the provisions of the order shall apply.
4. Detailed conditions regarding the type of materials, quantity, price and payment terms shall be specified in the Order, and delivery terms, unless otherwise specified in the Order in accordance with INCOTERMS2010.
5. Each order should contain the following provision: I have read and accept the General Terms and Conditions of Purchase of RMC Polska sp. z o.o. with its registered office in Warsaw, available on the website: [www.rmcpolska.pl](http://www.rmcpolska.pl)
6. Any change or addition to the Order shall be deemed a new offer. The Parties exclude the application of the modifying acceptance of the offer/order, i.e. the application of Article 681 of the Civil Code and art. 682 of the Civil Code.
7. The Seller's commencement of execution of the Buyer's Order is tantamount to full acceptance of both the detailed terms of the Order and these GTC.

### §3 ORIGIN OF MATERIALS

1. The Seller represents and assures that the Materials will be delivered in accordance with applicable regulations and will not contain explosives, dangerous, radioactive, toxic substances or closed receptacles that may cause an explosion. The Seller guarantees that the Materials will be free of the listed items and substances.
2. The Seller guarantees that the Materials delivered to the Buyer are not burdened with legal defects and have not been obtained as a result of committing a prohibited act.

## §4 DELIVERY/COLLECTION TERMS AND DATES

1. Delivery of the Materials to the Buyer will be carried out by means of transport of the Seller or the Buyer. If the Materials are delivered by the Seller, the delivery costs shall be borne by the Seller. If the Materials are collected by the Buyer from the place indicated by the Seller, the costs shall be borne by the Buyer.
2. Depending on the collection rules, the costs of loading, transport, insurance for the duration of transport and handover of the Materials shall be borne by the party that has undertaken to deliver or collect the Materials.
3. If the date of delivery/collection of the Materials has not been specified in the Order, the Seller undertakes to carry out the shipment immediately at the request of the Buyer submitted electronically or orally. The Seller is obliged to immediately notify the Buyer about the date of commencement of transport of the Materials to the territory of the Republic of Poland and about each change of the said date.
4. The Seller is obliged to deliver/prepare the Materials for collection on the date set. If it fails to do so, the Seller shall immediately notify the Buyer in writing about the reasons for the delay and about the new delivery date. Acceptance of a delayed delivery of the Materials by the Buyer does not mean that the Buyer waives any rights (claims) related to the delayed delivery of the Materials.
5. Earlier delivery/collection of the Materials requires prior consent of the Buyer expressed in writing or electronically. If the delivery is made before the agreed date, the Buyer may withhold its acceptance until the originally agreed delivery date. Any additional costs arising from the refusal to accept the Materials shall be borne by the Seller. In the event of early delivery, the Buyer shall not provide parking space for the vehicle or space for temporary storage of the Materials.
6. The Buyer may charge the Seller a contractual penalty for:
  - a) failure to deliver the Materials in the quantity specified in the order, for example, in the quantity other than the percentage of copper, aluminium, lead, zinc, steel declared in the order or
  - b) untimely delivery of the Materials or
  - c) failure by the Seller to prepare the Materials for collection on the set date;
  - d) failure to notify the Buyer about the commencement of the transport of the Materials on the territory of the Republic of Poland (PL) whose delivery is organised by the Seller or about the change of the date of commencement of the transport or providing information on the type, quantity, gross weight of the Materials inconsistent with the facts
7. The contractual penalty referred to in section 6 is 10% of the gross value of the order or the gross value calculated according to the price formula adopted in the order.
8. If the damage suffered by the Buyer due to non-performance or improper performance of the order exceeds the amount of the contractual penalty, the Buyer is entitled to claim damages exceeding the contractual penalty.
9. Completion of the Order means delivery to the Buyer of the Materials free from defects along with the required transport documents during working hours and to the address indicated in the Order.
10. The Seller shall notify the Buyer about any readiness for delivery or readiness of the Materials for collection to the following email address: [biuro@rmcpolska.pl](mailto:biuro@rmcpolska.pl) no later than 24 hours before the scheduled delivery. Delivery/collection hours for each delivery/collection location are determined by the Buyer.
11. The Seller is obliged to properly close and seal the loading box, and then provide the Buyer with the exact details of the seal.

12. If cable is collected by the Buyer, its weight on the car should be at least 23,500 kg. If an attempt is made to collect a smaller amount of the Materials, the Buyer may charge the Seller a contractual penalty of EUR 100 for each 1 tonne of missing Materials.

13. The Seller is obliged to include in the notification a detailed description of the delivered Materials (type of materials, gross weight, quantity, waste code, order number, start date of transport to the territory of the Republic of Poland and delivery date, etc.).

14. Any changes regarding the type, kind, quantity, gross weight and quality of the materials are unacceptable, unless the transport of these materials has not started and the Buyer agrees in writing to the indicated change.

#### **§5 MATERIALS DELIVERY/COLLECTION DOCUMENTATION**

1. The Materials will be classified after delivery to the Buyer in order to determine and control their type, weight, class and properties in terms of compliance with the order. If the Buyer collects the Materials, the basis for the quantitative settlement of the Materials will be the weight of the Materials stated in the material handover document signed by the Seller and the driver representing the Buyer. If delivery is made by the Seller's transport, the Seller declares that he will accept as reliable and final the results of quantitative parameters based on weighing with a certified scale installed at the Buyer's location. After processing the Materials, the Buyer shall notify the Seller about the results of processing in electronic or written form. In the event of discrepancies between the quantity of the materials accepted in the order and its actual quantity, in particular the quantity of copper content, the Buyer may impose a contractual penalty specified in the GTC. Failure to submit objections by the Seller within 2 days from the date of obtaining information about the results of processing means their acceptance as reliable and final.

2. In no event shall the inspection, approval or acceptance of the Materials release the Seller from liability for defects of the Materials or other failure to meet the requirements of the Order.

3. If hidden defects are found after acceptance of the Materials by the Buyer, the Materials deemed defective shall be placed entirely at the disposal of the Seller. The Seller is obliged to collect the Materials recognized by the Buyer as defective and to issue a correction of the relevant document regarding waste regulations and an accounting document, invoice in particular. The Buyer reserves the right to recognize the Materials as defective if hidden defects are found after processing the Materials.

4. The Buyer reserves the right to retain, for clarification, all or part of the delivered materials suspected to be the result of a prohibited act. The payment for all or part of the Materials with respect to which the aforementioned suspicion exists shall be withheld by the Buyer until it is determined that the suspicion of the origin of the Materials or part thereof from a prohibited act was not justified. In such a case, the Buyer will not be obliged to pay the Seller interest for delay.

#### **§6 PRICES AND PAYMENT TERMS**

1. The Buyer shall pay the Seller for the sold Materials the price specified in the Order or calculated on the basis of the Price Formula specified in the Order.

2. The basis for the payment of remuneration will be an invoice payable within 14 days from the date of issue of the invoice, unless the parties agree otherwise. Detailed payment terms will be specified in the Order.

#### **§7 DISPOSAL AND CHARGING OF RECEIVABLES**

Without the prior consent of the Buyer expressed in writing under pain of nullity, the Seller may not transfer or charge the receivables due to him from the Buyer under any agreement.

## §8 GUARANTEES

1. The Seller guarantees that the sold Materials comply with the arrangements contained in the Buyer's Order, are free from any defects that would reduce their value or usefulness for the purpose resulting from the order or the intended use of the Materials.
2. The Materials must be free from ionizing radiation to an extent exceeding the natural radiation of the environment. Exceeding such radiation will be documented in the test report after inspection by the Buyer. If radiation is detected, the Buyer shall be entitled to suspend the unloading and refuse to accept the Materials covered by such radiation and to notify the relevant state authorities and the Seller about this fact. Unless the relevant state authority decides otherwise, the Seller should collect or dispose of such Material within two days of being notified of such a situation. All costs related to the Seller's refusal to collect the Materials, return transport and disposal costs shall be borne by the Seller. If special measures are ordered by the relevant authority — in particular, sorting, piecing and testing of individual parts of the Materials, temporary storage on the premises of the plant, transport under supervision, disposal – all resulting costs shall be borne by the Seller.

## §9 FORCE MAJEURE

The Parties shall not be liable to each other or deemed to be in breach of the provisions of the Order/GTC in connection with failure to fulfil their obligations or delay in their fulfilment if such failure or delay is the result of Force Majeure.

## §10 SPECIAL PROVISIONS

1. Along with the Delivery Document, the Seller is obliged to submit to the Buyer a declaration that the delivered Materials are not radioactive and do not contain explosives.
2. The Parties declare that they have the relevant waste management permits required by generally applicable laws, in particular the Waste Act of 14 December 2012 (Journal of Laws of 2013, item 21, as amended).
3. The waste transfer process, including the drawing up of waste transfer note (KPO), will be handled in the Database of Products, Packaging and Waste Management (BDO) in accordance with the Waste Act. The waste transfer note shall be drawn up by the waste holder, who transfers the waste to the next waste holder or to the waste collection or waste processing sites run by them, before transport.
4. The delivery document for Sellers from outside the territory of the Republic of Poland is the CMR document, the bill of lading, the shipping specification, the form called "Appendix No. 7", in accordance with Article 18 of Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of June 14, 2006 on the shipment of waste, confirmation of the transport notification sent by the Buyer to the SENT electronic register in accordance with the Act of March 9, 2017 on the system for monitoring the road and rail transport of goods and heating fuels of March 9, 2017.
5. and other documents required by international law.

## §11 CONFIDENTIALITY CLAUSE

1. Any information resulting directly from these General Terms and Conditions of Purchase, as well as information obtained by the Seller in connection with the execution of the Order, including in particular any company related, commercial and technical information concerning the Buyer that is not publicly available, shall be considered confidential information and as such shall not be disclosed to third parties. This obligation does not apply to situations in which the obligation to provide information results from mandatory provisions of law.
2. In particular, the Seller undertakes to treat as confidential the information regarding the volume of trade, applicable prices, discounts, Material specifications, logistic agreements, technical and technological data, under pain of withdrawal by the Buyer

3. The Seller declares that it will not use confidential information for purposes other than for the execution of the Order and that it will provide such information with adequate protection appropriate to its confidential nature. The obligation to keep information secret remains in force after Order completion and is valid indefinitely.

### **§12 FINAL PROVISIONS**

1. In matters not covered by the GTC, the provisions of the law of the Republic of Poland shall apply, in particular the Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended). The parties agree that any matters that may arise from a given agreement/order (disputes) are subject to the jurisdiction of Polish courts. The application by the Parties of the United Nations Convention on Contracts for the International Sale of Goods of 1980 is excluded. The invalidity of one of the provisions does not affect the rest of the GTC.
2. In the event of legal ineffectiveness of some provisions of these General Terms and Conditions of Purchase due to the introduction of different legal regulations, the remaining provisions shall remain valid. In accordance with this clause, if some provisions of the General Terms and Conditions of Purchase turn out to be invalid, the Buyer and the Seller undertake to enter into negotiations to supplement the General Terms and Conditions of Purchase in this regard.
3. In the event of a conflict between the provisions of the General Terms and Conditions of Purchase and the provisions of the Order, the provisions of the Order shall apply, however, this does not exclude the application of the remaining provisions of the General Terms and Conditions of Purchase.
4. Any disputes arising in connection with the performance of the Order, which the parties have not reached an agreement on, shall be settled by the court competent for the Buyer's registered office.
5. The General Terms and Conditions of Purchase have been drawn up in two language versions: Polish and English, with the reservation that in the event of discrepancies, the Polish language version shall be binding.