

General Terms and Conditions

Loacker Group Switzerland

Revised January 2023

Part A - General

1. Applicability of these GTC and this Part A

- 1.1 These General Terms and Conditions (hereinafter "GTC") apply to all offers, contracts and commercial transactions including ancillary services relating to the business operations of Loacker Swiss Recycling AG (Dübendorf, Switzerland), Schläpfer Altmetall AG (St. Gallen, Switzerland), Kuster Recycling AG (Ebnet-Kappel, Switzerland), Eggenberger Recycling AG (Schaan, Liechtenstein) and Eggenberger Recycling AG, Buchs SG branch (Switzerland), Loacker Ostschweiz Recycling AG, Loacker Recycling AG (Schaan, Liechtenstein), Arnold Schmid Recycling AG (Schaffhausen, Switzerland) and Tell-Tex AG (Safenwil, Switzerland) (hereinafter: "Loacker"), unless the parties have agreed on applicability of the "General Terms and Conditions of Purchasing and Contracting of the Loacker Group Switzerland". The German version prevails; other language versions are for information only.
- 1.2 If general terms and conditions of the contracting party deviate from these GTC, the contracting party's terms and conditions will prevail only if Loacker expressly acknowledges the same in writing. Reconfirmations of the contracting party which refer to its terms and conditions are hereby expressly objected to.
- 1.3 These GTC apply exclusively and without restriction even if Loacker unconditionally executes the order being aware of terms and conditions of the contracting party which are in conflict with or derogate from these GTC.
- 1.4 The provisions of this Part A will apply if no derogating regulations are stipulated in Parts B to D.

2. Offer and acceptance of order

- 2.1 Loacker's offers are subject to change.
- 2.2 A contract will be concluded upon Loacker's consent in written form or by delivery/execution of the purchase order. Derogations from the contract, including other agreements or side agreements, will become effective only upon Loacker's written acknowledgement.
- 2.3 The contents of the contract, including, without limitation, with respect to the contents of deliveries, depend on Loacker's written acknowledgement.
- 2.4 Loacker is entitled to use third parties to fulfil its obligations under the agreements.
- 2.5 The information provided by the contracting party in the record of proper waste management [*Entsorgungsnachweis*] (declaration of responsibility [*verantwortliche Erklärung*]) and the requirements imposed by the approval authorities constitutes the basis of the contract and may be relied on by Loacker as to their accuracy without further examination.

3. Terms of payment

- 3.1 Invoices from Loacker are payable by the contracting party immediately after receipt without deductions within 30 days of the invoice date. A cash discount will be granted only upon individual agreement. For timeliness of the contracting party's payment the date at which the amount is credited to the account stated for payment purposes on the invoice will be decisive.
- 3.2 Unless fixed prices have been agreed, the prices will be market prices, which are subject to permanent change. In that case the day of delivery by/to Loacker will be decisive for fixing the actual price. If a delivery is delayed for reasons for which Loacker is not responsible, Loacker will be entitled to adjust the prices accordingly.
- 3.3 Loacker is entitled to offset payments of the contracting party against older accounts receivable outstanding.
- 3.4 If payment is not received on time, the contracting party will automatically be considered to be in default. Without prejudice to any other rights Loacker may charge late payment interest of at least 8% p.a.
- 3.5 The contracting party will only be entitled to offset claims if its counterclaims have been ascertained in a non-appealable manner, are undisputed or have been accepted or have arisen from the same legal relationship.
- 3.6 Loacker is entitled to assign its accounts receivable from the contracting party.

4. Liability of Loacker

- 4.1 Loacker is fully liable for any damages resulting from harm to life, limb or health, in cases of gross negligence or wilful intent or where limitations of liability are otherwise not permitted by law.
- 4.2 In all other cases liability on the part of Loacker is excluded. In particular, Loacker is not be liable for actions or omissions of agents [*Erfüllungsgehilfen*].

General Terms and Conditions

Loacker Group Switzerland

Revised January 2023

5. Deterioration of financial situation

- 5.1 If the contracting party's financial situation deteriorates after conclusion of the contract, Loacker will be entitled to provide deliveries and services still outstanding only against collateral security. If the contracting party is unable to furnish the requested collateral security within a reasonable period of time, Loacker is entitled to rescind the contract.
- 5.2 The same will apply if after conclusion of the contract Loacker learns of facts that give rise to well-founded doubts about the contracting party's solvency or creditworthiness, in particular if Loacker's credit insurer refuses to cover all or a part of the accounts receivable outstanding from the contracting party; this will not apply if the contracting party is able to prove that Loacker knew of those facts at the time of conclusion of the contract or should have known them if Loacker had applied the required due care.
- 5.3 In the aforementioned cases Loacker will also be entitled to prohibit reselling or processing of the delivered goods due to an agreed retention of title and to revoke the direct debit authorisation.

6. Data processing; Credit check; Transactions subject to VAT

- 6.1 Loacker collects, stores and may pass on or disclose personal data to the extent that this is required for provision of the contractual services. For information on data protection and, in particular, the rights of data subjects, see Loacker's Data Protection Statement on <https://loacker-recycling.com/ch/datenschutz/>.
- 6.2 Loacker expressly reserves the right to conclude contracts with contracting parties only after a favourable credit check or, in the case of an unfavourable result of a credit check, after receipt of a down payment. For this purpose Loacker may instruct third parties to carry out a credit risk assessment for contracts that include advance work of Loacker. For this purpose the personal data required for the credit check, such as name and address, will be transmitted to external service providers. Thus, data will be collected, stored and passed on for the purpose of the credit check to avoid payment defaults.

7. Place of performance; Place of jurisdiction; Applicable law

- 7.1 The place of performance will be the registered office of the relevant Loacker entity or its branch, unless a different place of performance has been expressly agreed in writing.
- 7.2 All legal relationships between Loacker and the contracting party are subject to Swiss substantive law; the conflict of laws rules and UN Sales Law are excluded.
- 7.3 The exclusive place of jurisdiction is the registered office of the relevant Loacker entity subject to the following exceptions: (i) for business relationships with Eggenberger Recycling AG or Eggenberger Recycling AG, 9494 Schaan (LI), branch Buchs SG (Switzerland) the exclusive place of jurisdiction is Buchs (St. Gallen); (ii) for business relationships with Loacker Swiss Recycling AG the exclusive place of jurisdiction is Dübendorf (Zurich). However, Loacker is free to resort to the court having jurisdiction over the contracting party's registered office or domicile.
- 7.4 The above choice of law and place of jurisdiction will not apply if and to the extent that under the applicable laws the contracting party is (i) a consumer as defined by Swiss law or any other applicable legislation or (ii) is entitled to rely on mandatory applicability of a different law and/or jurisdiction of a different court.

8. Miscellaneous

- 8.1 If these GTC or any parts thereof or other provisions of a contract are or, due to recent court decisions become, ineffective in whole or in part, the validity of the remaining provisions will not be affected. Invalid provisions shall be replaced by regulations which come as close as possible to the business purpose of the previous ones and are legally effective under the current legal regime.
- 8.2 In the case of door-to-door selling or similar contracts on movable items or services intended for the contracting party's personal or family use the contracting party has a right of revocation as defined in Article 40a *et seq.* of the Swiss Code of Obligations [*Obligationenrecht/OR*].
- 8.3 The contracting party is responsible for and shall ensure that the waste producer or the delivery/loading point issues all documents required as per Annex VII to Regulation (EC) No 1013/2006 on shipments of waste as amended from time to time, that they are handed over before any transport, fully completed and carried with each transport. The contracting party shall fully indemnify Loacker on first demand and irrespective of any fault on the contracting party's part.

General Terms and Conditions

Loacker Group Switzerland

Revised January 2023

Part B - Disposal; Provision of waste containers, office and storage containers, sanitary containers, portable toilets or other rental items

1. Services

- 1.1** Loacker will provide the services stated in the acknowledgment of order for the contracting party. Depending on the type of services agreed, the following services are included
- (a) provision of containers, portable toilets, barriers or other items (hereinafter together referred to as "**Rental Items**") of the type, size and number stipulated in the contract,
 - (b) delivery and removal of Rental Items and setting up at the agreed location,
 - (c) replacement and/or emptying and removal of the containers provided for waste and/or material (hereinafter together referred to as "**Material**") at or from the agreed location and transport of the Material to the recycling/destruction facility,
 - (d) proper treatment of the Material defined in the contract and/or proper destruction of waste in conformity with the law.
- 1.2** If provision of the contractually agreed services by Loacker as previously practised is no longer permitted due to a change in statutory regulations, Loacker shall dispose and/or destroy the Material in compliance with the changed regulation. Any additional costs incurred thereby shall be borne by the contracting party.
- 1.3** Prices and rents will depend on the relevant offers made by Loacker in written form (e.g. by letter or email) and transmitted to the contracting party.
- 1.4** In the course of destruction of waste Loacker shall issue a confirmation of destruction only if the contracting party has expressly asked Loacker to do so in written form (by letter or email) in advance.

2. Time of performance

- 2.1** In principle, services shall be provided at the agreed date and time.
- 2.2** The agreed performance intervals or periods are binding; downtimes or waiting periods or futile trips not caused by Loacker shall be subject to a charge at the hourly rates applicable to the services ordered.
- 2.3** In the case of call orders the service shall be called in written form unless agreed otherwise.

3. Duties of the contracting party with regard to delivery and setting up of Rental Items

- 3.1** The contracting party is responsible for ensuring that all conditions for providing the service in a proper and lawful manner are met.
- 3.2** The contracting party will be liable for selecting the location of the Rental Items, including, without limitation, for a sufficiently hard-surfaced ground, and guarantees free accessibility for the provision and removal of Rental Items.
- 3.3** The contracting party shall inform Loacker about the quality of the road timely before delivery unless it is obviously suitable for lorries. If the contracting party fails to provide such information, Loacker will not be liable for damage caused by driving on the road or because a road is impassable (e.g. delay, impossibility); the contracting party shall be liable for damages in this respect.
- 3.4** The contracting party is responsible for ensuring public safety of Rental Items. Official permits required for use of public traffic areas must be obtained by the contracting party at its own cost prior to setting up.
- 3.5** The contracting party is not entitled to relocate or move containers itself or have them moved by third parties who have not been expressly instructed by Loacker to do so or leave them to such third parties for collection.
- 3.6** The contracting party shall be exclusively liable for lack of safeguards for the containers or lack of permits from authorities, owners or authorised persons. Insofar the contracting party shall indemnify Loacker against any claims of third parties.

4. Information duty of the contracting party

- 4.1** Any and all operational changes concerning collection of the Material or the Rental Items shall immediately be advised to Loacker in written form.

General Terms and Conditions

Loacker Group Switzerland

Revised January 2023

4.2 Official orders affecting the contractual service shall immediately be advised in written form. In the case of non-compliance with these information duties the contracting party will be liable for all costs and expenses resulting therefrom.

5. Terms of use of Rental Items

5.1 Loacker will provide the contracting party with the necessary containers by way of rental for the duration of disposal.

5.2 The Rental Items are the property of Loacker. Proprietary marks must not be removed.

5.3 The contracting party is required to return the Rental Item in the same proper condition in which it received the same, normal wear and tear allowed. In particular, the contracting party will also be liable to Loacker, irrespective of fault or the cause, also in the case of force majeure, loss of or damage to the Rental Item during the period between provision for taking delivery and return. The contracting party will be charged separately for any repairs and/or above-average final cleaning that may be required.

6. Fees

6.1. Any fees or contributions as well as taxes, customs duties or charges levied due to the rental contract, possession or use of the Rental Item shall be borne by the lessee.

7. Title to the goods or Material to be recycled, destroyed or disposed of

7.1 The contracting party represents and warrants vis-à-vis Loacker that all goods, materials, waste, types of waste or other substances (hereinafter "**Material**") which it sells or hands over to Loacker have either been lawfully acquired or that the contracting party is the lawful owner of the same, or that it has exclusive power to dispose of the Material.

7.2 The contracting party must fully and accurately declare the Material. The containers must exclusively be filled with the declared Material. Changes to the composition of the Material must immediately be advised to Loacker.

7.3 Title to the Material will pass to Loacker at the time of delivery into a collection container, other collection facility or upon loading of the Material onto the collection vehicle. Hazardous wastes and any wastes or materials which are not in conformity with the declaration are excluded. The latter may be rejected by Loacker. If the Material has been accepted already, the contracting party must take back the incorrectly declared Material at its cost. If it refuses acceptance, Loacker will be entitled to dispose of the Material and to claim damages.

8. Confirmation of service rendered; Duty to provide proof of proper disposal

8.1 The contracting party shall provide Loacker with a confirmation of provision of the contractually agreed services in accordance with the contract upon request.

8.2 In the case of an additional duty to provide proof of proper disposal the contracting party shall provide such proof by using the forms provided by Loacker for that purpose or by way of the electronic waste recovery and disposal records system. If at the time of disposal the contracting party fails to fulfil its duty to provide proof, including through an agent, Loacker will be under no obligation to carry out the disposal.

8.3 The service duties assumed by Loacker do not release the contracting party from its responsibility under waste management law.

9. Business disruptions

9.1. In the case of business disruptions occurring at Loacker with no fault of Loacker which impede Loacker from delivering the delivery item within the agreed period (e.g. due to force majeure, vandalism, etc.), delivery dates and delivery periods will be extended by the duration of the impediment and the period until resumption of operation.

10. Defects in performance

10.1 The contracting party shall notify Loacker of any defects in Loacker's performance or services within 48 hours.

10.2 The contracting party bears the burden of proving non-performance or poor performance.

General Terms and Conditions

Loacker Group Switzerland

Revised January 2023

Part C - Purchase of scrap iron, non-ferrous metals or recyclable materials

1. Conclusion of contract; Price

- 1.1 The contracting party's offer is binding.
- 1.2 All prices are inclusive of statutory value added tax; however, this does not apply to B2B transactions if VAT is stated separately.
- 1.3 If at the time of delivery it turns out that the delivered recyclable materials are of a type or quality other than that advised by the contracting party, the contract shall be adjusted according to those differences.

2. Measurements, weights and rounding rules

- 2.1 Differences in measurements or weights within tolerances that are customary in trade, in line with the relevant German Industrial Standard requirements or casting requirements are permitted.
- 2.2 The percentages of chemical elements will be rounded commercially to the last digit stated in the specifications.

3. Delivery period; Delay in delivery

- 3.1 The delivery period agreed with Loacker is binding. The contracting party shall immediately notify Loacker in writing if for whatever reason it expects that it will not be able to observe the agreed delivery times.
- 3.2 In the case of non-performance by the contracting party or if the contracting party does not deliver within the agreed delivery period or in the case of a delay the rights of Loacker shall depend on the statutory provisions, in particular with respect to rescission of contract and damages. The regulations in Clause 3.3 below will remain unaffected.
- 3.3 If delivery by the contracting party is delayed, Loacker may, apart from any further-reaching statutory claims, claim liquidated damages of 1% of the net price for each full calendar week and not more than a total of 5% of the net price of the goods delivered late. Loacker is reserved the right to prove that Loacker has suffered more damage.

4. Passing of risk; Delay in acceptance

- 4.1 Delivery will be free domicile to the relevant location of Loacker unless agreed otherwise in a specific case. The destination is also the place of performance (obligation to perform).
- 4.2 In the case of delivery of scrap, metals or recyclable materials the delivery weights measured by Loacker at the time of delivery shall be decisive for price calculation.
- 4.3 A delivery note including date (of issue and dispatch), content of the shipment (article number/grade number/code number and quantity) and purchase order identifier (date and number) of Loacker shall be enclosed with the shipment. If the delivery note is missing or incomplete, Loacker will not be responsible for any delays in processing or payment resulting therefrom. Loacker shall be sent a dispatch note of the same content separately from the delivery note.

5. Prices; Terms of payment

- 5.1 Unless agreed otherwise in a specific case, the price includes all ancillary costs (e.g. proper packaging, transport costs, including transport and third-party liability insurance, if any). At Loacker's request the contracting party shall take back packaging material.
- 5.2 The agreed price will be due for payment within 30 calendar days of complete delivery and full performance (including acceptance if an acceptance procedure has been agreed) and receipt of a proper invoice.

6. Defective delivery

- 6.1 Duties to inspect the condition of the purchased object and to notify defects (Article 201 of the Swiss Code of Obligations or similar laws or regulations) do not apply to Loacker and are excluded by mutual consent.
- 6.2 If the contracting party fails to fulfil its obligation to render subsequent performance (at Loacker's option by remedying the defect (subsequent improvement) or by delivering an object that is free from defects (substitute delivery)) within a reasonable period fixed by Loacker, Loacker may remedy the defect itself and ask the contracting party for reimbursement of or an adequate advance payment for the necessary expenses for the same. If subsequent performance by the contracting party has failed or is not acceptable to Loacker (e.g. due to a particular urgency, the risk of jeopardising operational safety or imminent occurrence of disproportionate damage), no granting of a grace period will be required; Loacker will immediately notify the contracting party of such circumstances, if possible beforehand.

General Terms and Conditions

Loacker Group Switzerland

Revised January 2023

- 6.3** For the rest, in the case of a defect in quality or title Loacker will be entitled to a reduction in the purchase price or to rescission of the contract in accordance with the statutory provisions. In addition, Loacker will be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.
- 7. No explosives; No ionising radiation**
- 8.1** The contracting party represents and warrants that it will exclusively supply scrap which is free of explosives, ionising radiation (radioactivity) or items suspicious of being explosive, and that they contain no enclosed hollow parts. The contracting party undertakes to check them before delivery of the scraps. If the contracting party uses subcontractors, it shall impose the above obligation on its subcontractors.
- 8.2** The contracting party shall sign the "Declaration on freedom from explosives and freedom from ionising radiation" form sheet on the above and transmit the same to Loacker.
- 8.3** If explosives, ionising radiation in particles, items suspicious of being explosive and/or enclosed hollow parts are identified, Loacker will be entitled to refuse acceptance and to immediately notify the competent authorities, the disassembling specialist and the contracting party. Any and all costs related to such refusal and disposal shall be borne by the contracting party, who shall fully indemnify and hold harmless Loacker.

Part D - Selling of scrap iron, non-ferrous metals or recyclable materials

1. Prices, freight and packing costs

- 1.1** The prices are as per Loacker's offer unless agreed otherwise.
- 1.2** For price calculation the delivery weights measured by Loacker are decisive.

2. Delivery periods; Non-availability of service; Delay

- 2.1** Loacker will always endeavour to observe agreed delivery periods and dates but is unable to warrant observance of the same. Only upon fruitless expiry of a reasonable grace period of at least 14 days granted by the contracting party in writing will Loacker be considered to be in default.
- 2.2** Agreed delivery periods will start to run on the day the acknowledgment of order is sent by Loacker and not earlier than at the time at which all details of performance of the contract to be clarified with the contracting party have been clarified and all other requirements to be met by the contracting party have been met.
- 2.3** An agreed delivery date will be postponed if the contracting party does not meet the requirements to be met by it by the time agreed. Loacker's rights on account of the contracting party's default will remain unaffected.
- 2.4** If Loacker is unable to observe delivery periods for reasons for which it is not responsible (non-availability of the service), Loacker shall inform the contracting party thereof immediately and at the same time advise the expected new delivery period. If the service is not available during the new delivery period either, Loacker will be entitled to rescind the contract in whole or in part; any consideration paid by the contracting party by then will immediately be refunded by Loacker. For the purpose of this clause non-availability of service includes, without limitation, late supply of Loacker by the upstream supplier or a situation where neither Loacker nor the upstream supplier is at fault.
- 2.5** Loacker's liability for delays in delivery is limited as per Clause 3 of Part A of these GTC.
- 2.6** For the rest, the contracting party's and Loacker's statutory rights, in particular where the obligation to perform is excluded (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

3. Call-off supply contracts

- 3.1** If the contracting party does not call goods under call-off supply contracts on time, Loacker will be entitled to schedule and ship the goods itself or to rescind the outstanding part of the supply contract after expiry of a reasonable grace period granted by Loacker.

4. Delivery; Passing of risk

- 4.1** Delivery and passing of risk shall be DAP (Incoterms 2020) to the agreed place of delivery, unless the parties have agreed otherwise.

General Terms and Conditions

Loacker Group Switzerland

Revised January 2023

- 4.2** If the goods are ready for dispatch and if dispatch or collection is delayed for reasons for which Loacker is not responsible or is delayed at the contracting party's request, the risk will pass to the contracting party upon receipt of the notice of readiness for dispatch.
- 5. Partial shipments; Partial delay; Partial impossibility**
- 5.1** Partial shipments are permitted and may be invoiced separately to the extent that this is reasonable for the contracting party.
- 5.2** In the case of partial delay or of partial impossibility the contracting party may rescind the entire contract or claim damages for non-performance of the entire obligation only if partial performance of the contract is of no interest to it.
- 5.3** For the rest, the regulations of paragraph 5.2 above apply to partial delay *mutatis mutandis*.
- 6. Duty to inspect the object purchased and to notify defects**
- 6.1** After arrival of the goods at the destination the contracting party shall inspect the same immediately. The contracting party's duty to inspect extends to the entire delivery.
- 6.2** Patent defects must be notified in writing immediately and not later than within 7 working days (Saturday being no working day) and include detailed information about the claimed defects; otherwise the goods will be deemed accepted.
- 6.3** Latent defects shall be notified in writing immediately and not later than within 7 working days (Saturday being no working day); otherwise the goods will be deemed accepted, including with respect to such latent defects.
- 7. Warranty of quality**
- 7.1** Loacker must be given an opportunity to inspect the goods complained about.
- 7.2** If a defect notified in time is proved to exist, Loacker shall at its option render subsequent performance in the form of substitute delivery of goods that are free from defects against concurrent return of the goods complained about. In the case of substitute delivery Loacker shall bear all necessary expenses of subsequent performance (including but not limited to costs of transport, travel, labour and material) only to the extent that Loacker has caused the defect and provided that those expenses do not increase due to the fact that the goods were not delivered to the place of performance.
- 7.3** If subsequent performance fails, the contracting party will be entitled to reduction or rescission and damages in accordance with the statutory provisions; the extent of liability is, however, limited as per Clause 5 of Part A above.
- 8. Retention of title by Loacker**
- 8.1** Until full payment of the purchase price to Loacker under the purchase contract Loacker will retain title to the goods sold. The contracting party shall cooperate with regard to measures for the protection of Loacker's title. The contracting party hereby authorises Loacker to make an entry in the relevant retention of title register if Loacker so requests.
- 8.2** Any pledging of goods must be advised to Loacker immediately and requires prior written approval. The contracting party must inform the third party in writing about the fact that title to the object has been retained.