§ 1 Scope / Introduction / General
a) The following terms and conditions of business (hereinafter only referred to as “T&C”) shall apply to all business transactions conducted with Hensel Recycling Austria GmbH (hereinafter “HRA”). Any provisions in HRA’s terms and conditions of business or those of its business partners (hereinafter “Partners”) that differ from these T&C shall not affect the purchase or payment without authorization from ancillary agreements, shall be non-binding for HRA or as they have not explicitly been made subject matter of the contract in writing.
b) The acceptance and/or delivery of goods, services, performances in any form whatsoever or the acceptance of orders or services does not in any way signify that the T&C of HRA’s partner have become part of the contract.
§ 2 Offers and Agreements
a) Offers made by HRA shall be subject to acceptance. A contract shall not be deemed to have been concluded until a written or standard-form order confirmation is given in accordance with § 1 of these T&C.
b) Amendments, additions or cancellations to a contract shall only become an effective part of the contract if they are confirmed in writing by HRA within the scope of § 1.
§ 3 Deliveries
a) Each material for processing by or delivery to HRA must be clearly declared in advance by the partner.
This applies to the following: precious metals; precious metal concentrates (see also number 11 of Circular No. 2100, including designation; Ordinance on Waste Disposal and Recovery Records (NachwV)); legislation relating to dangerous goods; Hazardous Substances Ordinance etc., as well as general details pertaining to the material (e.g. designation, commercial name, chemical composition). The partner shall be responsible for the correctness of the materials declared.
b) The partner shall be responsible for the delivery of the material to HRA. This shall still apply if a means of transport is provided by HRA. Any agreements deviating from this shall only apply if they have become part of the contract.
c) The partner shall take the material properly packed, whereby any instructions issued by HRA must be taken into consideration.
d) The empty packaging shall only be sent back if expressly requested, whereby, the partner shall bear all costs and risk.
e) Material deliveries must be notified in writing at least 24 hours before delivery (notification). Additional costs incurred as a result of incorrect or incomplete information or as a result of omitted or late notification about the delivery shall be borne by the partner.
§ 4 Provisions governing waste management
a) The delivery of materials that have one or several hazardous characteristics, such as substances that are poisonous, carcinogenic, sensitizing, toxic for reproduction, harmful to the environment, corrosive, irritating, highly flammable, potentially explosive, oxidizing or radioactive, and the handover of materials with damaging or harmful elements (e.g. arsenic, lead, boron, cadmium, chlorine, fluorine, halogen compounds, etc.) requires the removal of the material.
b) The partner shall undertake to provide notification of the presence of any of the substances listed in point a), irrespective of the declaration obligations in accordance with § 3.
c) Moreover, the partner shall notify HRA that the hazardous waste delivered by him and/or on his behalf have been transferred and transported in accordance with the relevant regulations.
d) The partner shall be responsible for the correct declaration of the residual materials. This shall also apply in the event that HRA is authorised to represent the partner vis-à-vis public authorities or other companies.
e) Insofar as the supplied materials are subject to the provisions of the legislation relating to dangerous goods, the partner must ensure that he complies with the statutory provisions incumbent upon him and that the residual materials are utilisable. This shall also apply in the event that a collection has been instigated by HRA.
§ 5 Weighing, reworking, accounting and statements of account
a) The quantities offered by HRA after receipt of each consignment at its facilities shall be applied.
The partner shall be notified of the results where applicable with the order confirmation.
b) The data thus received are binding for HRA and for the partner insofar as no objection is raised in writing within two weeks. A later objection period is not applicable.
c) In addition, at the conclusion of the measurement (e.g. counting or weighing) HRA shall be authorised to send the materials for processing.
§ 6 Participation in costs
a) For materials that are determined in the context of the order confirmation (where applicable, the weights determined after homogenisation) - and in the event of a reworking - shall, together with the precious metal contents determined by the sampling, form the basis of the invoice issued by HRA which shall be binding if the partner does not raise any objection in writing within two weeks. The start of this deadline period shall be governed by point d).
b) Where required, HRA shall administer metal accounts for partners that have a claim to remuneration or supply of metals resulting from supplies or provision of services. The current status of the respective account is determined on HRA’s premises on the basis of the weights or metal contents determined with the due care of a diligent businessperson and communicated to the partner in writing (metal account statement).
The metal account statement is legally binding for the legal relationship between the parties if no objection is raised by the partner in writing within two weeks of receipt of the account statement. The deadline periods are governed by point d).
§ 7 Remuneration and return of metal
a) In the event that the precious metals extracted from the material, or other metals for which payment can be made, have been purchased, the buying-in prices shall be determined based on the metal prices prevailing on the settlement date.
b) Should the partner require a later settlement date, he must notify HRA in writing at least one week before the respective deadline.
c) If the return of the precious metals has been agreed, they shall be returned at the expense and at the risk of the partner.
§ 8 Payment
a) In the event of a return, HRA shall be entitled to select the packaging, shipping method and transport route at its best discretion. In this connection, the undisputed acceptance of the material consignment by the foreman, agent or carrier shall serve as evidence of proper packaging.
b) If payment has been agreed, HRA shall be also authorised to take any damages that may occur during transport in behalf of and at the expense of the partner.

§ 1 Point a) shall remain unaffected by points d) and e).
§ 10 Complaints
a) Complaints of any kind must be received promptly by HRA in writing, at the latest within 2 weeks of receipt of the invoice.
b) If a complaint about the quality of the metals or of the precious metal products or compounds supplied by HRA is upheld, they shall be exchanged for flawless goods or a credit note for the value shall be issued. Conversely, deviations of a commercial nature in the relationship with the partner shall be determined by HRA as other damage (e.g. resulting from pre-contractual, contractual liability or from wrongful acts etc.) shall only be compensated to the amount of the risk cover, ifsofar as the partner qualifies the damages precisely and sufficiently and provides evidence for the extent of the damage.
c) Should the partner fail to exercise a complaint within the period specified in point a), any subsequent complaint shall be excluded.
§ 11 Delivery periods
a) Delivery periods shall only apply if they have been expressly confirmed by HRA in writing (cf. § 1 point a), as the reworking material supplied differs in terms of the composition and quantity of the original agreement, extended delivery periods are permissible.
b) In the event of force majeure within the meaning of § 13, points a) and b) the provision stated therein shall apply.
§ 12 Precious metal trading and precious metal transfer transactions
a) Orders placed by the partner over the phone shall be binding upon approval by HRA.
b) In order to make a payment to be made. HRA shall be entitled to withhold the goods / precious metals until such time as the invoice is paid in full.
c) Furthermore, HRA shall have the option to demand compensation from the partner for any inconvenience or damage that HRA should suffer as a result of the withdrawal from the contract. Moreover, in the event of a credit note being issued for the metal value resulting from the reworking, HRA shall be entitled to offset the credit note against the reworking invoice against the metal value contained in the credit note, or to deduct it from the payment to be made. HRA shall be entitled to withhold the goods / precious metals until such time as the invoice is paid in full.
§ 13 Force majeure
a) In cases of force majeure (earthquake, war, labour, energy and raw material shortages, official orders, stoppages, riots, locking and similar events), in which the availability of the required metals cannot be ensured, HRA shall, for the duration of the impediment, be released from meeting the contractual obligations affected.
§ 15 Data processing
a) HRA shall be entitled to process and to save all data relating to the business relationships with the partner within the meaning of the Data Protection Act.
§ 16 Charges
a) Taxes, duties and other charges that are levied on the goods and associated documents in the case of supplies from abroad, within or outside the Republic of Austria shall be borne by the partner.
§ 17 Place of performance and jurisdiction
a) The place of performance for all obligations arising from the contract are the HRA premises in 5400 Hallein.
b) Any payment obligations with respect to HRA shall only be deemed to have been met when the respective payment is entered in the company account at the place of payment stated on the invoice and HRA is able to dispose of the amount. In the event of § 8, point d) the payment to be made from the contract shall be deemed to have been met as soon as the opposed values (cf. § 8, point d) have been offset against each other.
§ 18 Further provisions
b) In the event of individual provisions of these T&C be legally invalid, the remaining part shall remain unaffected.
c) In the event of partial invalidity, the contracting parties are required to adjust the contract concerned so that this should fall, the statutory provisions of the Republic of Austria shall apply.
d) The German-language version is the legally binding version of the T&C. The German version shall apply in case of doubt in the event of contradictions, misunderstandings errors or errors resulting from the translation into another language.

Hensel Recycling Austria GmbH
September 2016