



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (GTC) OF IWG ING. W. GARHÖFER GES.M.B.H. (DATED 01.06.2024)

1. Scope of application

The following General Terms and Conditions of Sale and Delivery ("GTC") shall apply to all contracts for the purchase of goods, deliveries and other services of IWG Ing. W. Garhöfer Ges.m.b.H. (referred to as "Seller" or "we"), unless otherwise individually agreed in writing. Deviating general terms and conditions of the contractual partner (also referred to as "Buyer") only apply with the written and express consent of the Seller and then limited to the respective legal transaction, but not to subsequent transactions. In particular, acts by the Seller in fulfilment of a contract do not constitute such consent.

2. Offers and prices

Our offers are not binding. Should the Buyer wish to make any changes to the order, we will submit a new offer.

Prices offered by the Seller are subject to change. The prices for precious metals are the respective daily rates at the time of our offer and are fixed at the rate on the day of the order and confirmed with an order confirmation. We therefore reserve the right to invoice the current daily rates for precious metals at the time of the order.

Prices for chemicals are offered in accordance with the current price list. Unless otherwise agreed, our prices do not include value added tax.

All business and technical documents and information provided together with an offer, remain our (intellectual) property and may not be used or utilised in any way without our express written consent.

3. Conclusion of contract

A contract with the Buyer is only validly concluded upon our written order confirmation. All written or verbal offers shall only become binding upon our written order confirmation. Changes to the offer or the order as well as side agreements must be made in writing to be valid.

4. Product labelling, instructions for use

Product labelling: Any change to our product labelling and any special stamping which could be regarded as a mark of origin of the Buyer or a third party or which could give the impression that it is a special mark is not permitted.

Instructions for use: The Buyer is obliged to read the instructions for use. Any use of the goods other than that specified in the instructions for use is not permitted. The Seller's instructions for use are not only for information purposes but are binding and are intended to protect the Buyer from danger and damage. Liability is excluded for damage caused by non-compliance with the instructions for use (see also point 9 below).

5. Delivery and transfer of risk, freight forwarding, INCOTERMS

The following terms of delivery shall apply unless expressly agreed otherwise in our written order confirmation or written offer.

Dates and deadlines specified for delivery by the Seller are not binding. Claims for damages due to delayed delivery or any missed deadlines as well as penalty payments (contractual penalties) due to late delivery are excluded. Deliveries shall be made by a forwarding agent, carrier or another person appointed by the Seller for the despatch, unless the Seller undertakes the delivery itself. The Seller shall not be liable for delivery by a forwarding agent, carrier or any other person appointed for despatch. The Seller chooses the mode and route of despatch to the best of its judgement. Deliveries shall be ex works (EXW), unless expressly agreed otherwise in the written order confirmation or the written offer. The quality and quantity of the delivery correspond to our order confirmation.

The time of delivery shall be the day on which the goods leave the factory or the interim storage facility or - in the case of collection - are made available to the Buyer ready for despatch. The Buyer must ensure that the place of delivery is accessible and that the agreed acceptance time is adhered to. Storage or safekeeping measures and associated costs which become necessary for reasons attributable to the buyer (e.g. default of acceptance) shall be borne by and at the expense of the Buyer.

The risk of accidental destruction or deterioration of the goods shall pass to the Buyer upon handover of the goods, unless we have undertaken the transport ourselves. In the case of delivery by a forwarding agent, carrier or other person appointed to despatch the goods, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer upon handover to the forwarding agent, carrier or other person appointed to despatch the goods.

The Seller is not liable for force majeure. If the Seller is prevented from fulfilling its obligations due to the occurrence of unforeseen circumstances which could not have been avoided despite reasonable care in the circumstances of the case - e.g. strike, fire, natural disasters, official orders, operational disruptions such as energy or raw material shortages - the Seller shall be released from its obligations.

6. Payment terms

Payment by the Buyer must be made (i) for precious metals immediately, but no later than within four days and (ii) for other chemicals within 30 days of the invoice date, without any deductions.

Cheques and bills of exchange are only accepted on account of payment and subject to separate written agreement.

Payment shall be deemed to have been made upon receipt of the invoiced amount in the Seller's specified account. In the event of default of payment, the Buyer undertakes to reimburse us for the payment reminder and collection expenses incurred, insofar as they are necessary for the appropriate assertion of our rights. In the event of late payment, we are entitled to charge default interest in the amount of 12% p.a. without prior notice. If a payment reminder is required, we reserve the right to charge a fee of EUR 10 for each reminder.

The Buyer shall not be entitled to offset any counterclaims and/or withhold payments due to incomplete delivery, warranty claims, damage claims or complaints, unless the claims or demands have been expressly acknowledged by the Seller or established in court.

7. Retention of title

The goods shall remain our property until the purchase price agreed for the goods has been paid in full, including all ancillary liabilities (e.g. interest, costs).

If the goods are treated or processed by the Buyer, the retention of title shall extend to the new item. In the event of processing, combining or mixing with third-party items, we acquire joint property ownership of the new item produced in the ratio of the value of our goods to that of the other item used at the time of processing, combining or mixing.

The Buyer is entitled to resell the goods in the ordinary course of business but must inform us and assign to us the claim arising from the resale to the extent of the purchase price owed. The assignment must be made evident by book entries in the Buyer's accounts and open item lists.

The Buyer shall not pledge the goods to a third party, assign them as security or encumber them in any other way in favour of a third party before the purchase price has been paid in full.

8. Warranty

The Buyer shall notify the Seller in writing of any defects without delay, at the latest within seven days of delivery of the goods, giving a precise description of the defect by fax or e-mail. Hidden defects must be notified in the same form within seven days of discovery. A notification of defects shall be deemed to have been made in time if it is received by the Seller within this period. A notification of defects does not release the Buyer from the obligation to pay. If a notification of defects is not made or not made in time, the goods shall be deemed to have been approved and accepted.

The warranty period is six months. The existence of defects must be proven by the Buyer. Unless otherwise agreed, the warranty shall initially be limited to improvement and replacement of any defective goods at the discretion of the Seller. If the subsequent fulfilment is unsuccessful, the Buyer may withdraw from the contract if the defect is not minor or demand a price reduction. The existence of a defect does not entitle the Buyer to rectify the defect himself or have it rectified by a third party.

The warranty is excluded if the Buyer or a third party who was not authorised by us has made changes to the goods. The Buyer's recourse against us in accordance with Section 933b General Civil Code (ABGB) is excluded after expiry of the warranty period applicable in relation to the Buyer.

9. Compensation for damages

The Seller shall provide its services in accordance with recognised rules and the state of the art. Instructions for use are provided with the order, on delivery or on request. Reference is made to the instructions for handling and use of the goods stated therein. The Seller shall not be liable for damage caused by unsuitable or improper use, incorrect or negligent handling or storage of the goods or chemicals supplied.

Liability for consequential damage incurred by the Buyer due to a defective product is excluded. The Buyer undertakes to transfer this limitation of liability to its own customers. Any recourse claims made by contractual partners or third parties against the Seller based on product liability (Section 12 Product Liability Act - PHG) are excluded, unless the party entitled to recourse proves that the defect was caused by at least gross negligence on the part of the Seller.

We shall only be liable for compensation of damage caused by gross negligence or wilful misconduct on our part. However, this limitation of liability does not apply to compensation for personal injury. We are not liable for indirect damage, lost profit, consequential damage and financial

loss and damage arising from third-party claims. In the event of gross negligence, liability is limited to the amount of the purchase value of the goods, up to a maximum of the amount covered by our insurance.

The Buyer is not entitled to withhold payment of the purchase price due to the assertion of a claim.

Unless a shorter limitation or preclusion period is provided for by law, all claims against us shall become time-barred if they are not asserted in court within six months from the time at which the damaged party becomes aware of the damage and the person causing the damage or the event otherwise giving rise to the claim, but at the latest after the expiry of three years from the behaviour giving rise to the claim.

10. Choice of law, place of performance, choice of court, final provisions

Austrian law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods and national and international conflict of law rules. The place of performance is the seat of the Seller, unless otherwise stipulated in the order confirmation.

The competent court in Vienna shall have exclusive jurisdiction to decide on all disputes arising from or in connection with contracts concluded with us.

Should any provision of these GTC be void or invalid, the validity of the remaining provisions shall remain unaffected. Void or invalid provisions shall be interpreted or supplemented in such a way that the economic purpose pursued with the void or invalid provision is achieved in the best possible way.

In case of differences between the German and the English version, the German version of the GTC shall prevail.

GENERAL TERMS AND CONDITIONS OF PROCESSING OF IWG ING. W. GARHÖFER GES.M.B.H. (DATED 01.06.2024)

1. Scope of application

The following General Terms and Conditions of Processing ("GTCP") shall apply to all processing services and deliveries of IWG Ing. W. Garhöfer Ges.m.b.H. (referred to as "Contractor" or "we"), unless otherwise specifically agreed in writing. Deviating general terms and conditions of the contractual partner (also referred to as "Customer") shall only apply with the written and express consent of the Contractor and then limited to the respective legal transaction, but not to subsequent transactions. In particular, acts by the Contractor in fulfilment of a contract do not constitute such consent.

2. Offers and prices

Our offers are not binding. Should the Customer wish to make any changes to the order, we will submit a new offer.

The prices in our offer refer to the quantity stated in the offer. The quantity/quantity of precious metals to be processed can only be bindingly determined after recovery or separation. The analysis and treatment costs required to determine the quantity of precious metal will be stated in our offer. Once the quantity has been determined, the price for the recovered precious metal, including ancillary costs, will be invoiced in accordance with the offer. We reserve the right to charge additional costs for expenses that may arise due to the special nature of the precious metal to be reprocessed. Unless otherwise agreed, our prices do not include value added tax.

All business and technical documents and information provided together with an offer, remain the (intellectual) property of the Contractor and may not be used or utilised in any way without the express written consent of the Contractor.

3. Conclusion of contract

A contract with the Customer is only validly concluded with our written order confirmation. All written or verbal offers shall only become binding upon our written order confirmation. Changes to the offer or the order as well as side agreements must be made in writing to be valid.

4. Acceptance of the delivered material

Precious metals: We only accept damage-free materials and materials free from harmful, dangerous, radioactive and/or disruptive components for processing. If such damage or components are discovered after receipt and during processing, we are entitled to reject the delivered materials or return them unprocessed.

5. Payment terms

Payment by the Customer for the processing of metals must be made within 30 days of invoicing, without any deductions. Cheques and bills of exchange shall only be accepted on account of payment and subject to separate written agreement.

Payment shall be deemed to have been made upon receipt of the invoice amount in the Contractor's specified account.

In the event of default of payment, the Customer undertakes to reimburse us for the payment reminder and collection expenses incurred, insofar as they are necessary for the appropriate assertion of our rights. In the event of late payment, we are entitled to charge default interest in the amount of 12% p.a. without prior notice. If a payment reminder is required, we reserve the right to charge a fee of EUR 10 for each reminder.

The Customer shall not be entitled to offset any counterclaims and/or withhold payments due to incomplete delivery, warranty claims, damage claims or complaints, unless his claims or demands have been expressly acknowledged by the Contractor or established in court.

6. Property rights

With the processing, combining or mixing of the accepted materials with other materials, we acquire joint property ownership of the new item produced in the ratio of the value of our materials to the accepted materials at the time of processing, combining or mixing. The joint property ownership exists until the order price has been paid in full. Until this time, we are also entitled to retain the processed materials in any case.

7. Warranty

The Contractor warrants that the processing of the material corresponds to the contractually agreed properties. The Contractor does not warrant any specific success of the processing or a specific quantity or quality of precious metals after the recovery of delivered materials.

The Customer shall notify the Contractor of any defects immediately, at the latest within seven days of delivery, in writing by fax or e-mail with a precise description of the defect. Hidden defects must be notified in the same form within seven days of discovery. A notification of defects shall be deemed to have been made in time if it is received by the Contractor within this period. A notification of defects does not release the Customer from the obligation to pay. If a notification of defects is not made or not made in time, the processing shall be deemed to have been approved and accepted.

The warranty period is six months. The existence of defects must be proven by the Customer. Unless otherwise agreed, the warranty is initially limited to improvement at the discretion of the Contractor. If the improvement is unsuccessful, the Customer may withdraw from the contract if the defect is not minor or demand a price reduction. The existence of a defect does not entitle the Customer to rectify the defect itself or have it rectified by a third party. The Customer's recourse against us in accordance with Section 933b General Civil Code (ABGB) is excluded after expiry of the warranty period applicable in relation to the Customer.

8. Compensation for damages

We shall only be liable for compensation for damage caused by gross negligence or wilful misconduct on our part. However, this limitation of liability does not apply to compensation for personal injury. We are not liable for indirect damage, loss of profit, consequential damage and financial loss and damage arising from third-party claims. In the event of gross negligence, liability shall be limited to the amount covered by our insurance.

Unless a shorter limitation or preclusion period is provided for by law, all claims against us shall become time-barred if they are not asserted in court within six months of the time at which the injured party becomes aware of the damage and the person causing the damage or the event otherwise giving rise to the claim, but no later than three years after the behaviour giving rise to the claim.

Liability for the processing material:

We shall only be liable for the destruction of the delivered material, damage or other disruptions to the precious metals due to storage or handling during the recovery or processing of the delivered material pursuant to the above paragraphs. We shall not be liable for the destruction of the material in the event of force majeure.

The Customer shall be liable for all damages in connection with the performance of the contractual services by the Contractor that is attributable to the hazardous nature of the processing material.

9. Force majeure

If we are prevented from fulfilling our obligations due to the occurrence of unforeseen circumstances which could not have been avoided despite reasonable care in the circumstances of the case, e.g. strike, fire, natural disasters, official orders, operational disruptions - such as energy or raw material shortages - we shall be released from these obligations.

10. Choice of law, place of performance, choice of court, final provisions

Austrian law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods and national and international conflict of law rules. The place of performance is the seat of the Contractor, unless otherwise stipulated in the order confirmation.

The competent court in Vienna shall have exclusive jurisdiction to decide on all disputes arising from or in connection with processing contracts concluded with us.

Should any provision of these GTCP be void or invalid, the validity of the remaining provisions shall remain unaffected. Void or invalid provisions shall be interpreted or supplemented in such a way that the economic purpose pursued with the void or invalid provision is achieved in the best possible way.

In case of differences between the German and the English version, the German version of the GTCP shall prevail.
