

§1 Scope / Introduction / General

a. The following terms and conditions (hereinafter referred to as "GTC") apply to all transactions with affinia Metals GmbH (hereinafter "affinia"). Deviating provisions in the terms and conditions of affinia, business partners (hereinafter referred to as "Partners"), as well as those resulting from ancillary agreements, are not binding for affinia unless they have been expressly agreed in writing.

b. The acceptance and / or delivery of goods, services, services of any kind or the receipt of payments in no way means that the terms and conditions of the partner have become content of the affinia contract.

c. These conditions apply to future business even if they are not settled in individual cases.

§2 Offers and Contracts

a. Offers from affinia are subject to change without notice. A contract is concluded only by the written or formal order confirmation in accordance with § 1 of these Terms and Conditions.

b. Changes, additions or cancellations of a contract shall only become an effective part of the contract if they have been confirmed in writing by affinia in the context of § 1.

§3 Deliveries

a. Each material for processing or delivery to affinia must be clearly declared in advance by the partner. This declaration includes e.g. the following areas or points: Waste code according to GCU including name; Ordinance; Dangerous goods; Ordinance on Hazardous Substances, etc., as well as general information on the type and quality - in particular precious metal content - of the material. The partner is responsible for the correctness of the declaration of the waste materials. He is obliged to provide truthful and complete information. Upon request, the required declaration analyses must be submitted.

b. If any materials excluded during the inspection or further processing are detected, the partner must take back the material at its own expense. Otherwise, affinia will ensure proper disposal 10 working days after written request at the partner's expense. affinia can also ensure the proper disposal after a separate order. Affinia is entitled to effect the contractual services by third parties. The entitlement to disposal services by affinia is transferable provided it is disposed of in approved facilities.

c. Affinia is entitled to test the residual materials offered for recovery and to use them as a binding quality sample. In the event that a residue or waste does not comply with the declaration, affinia is entitled to reject it.

d. The partner bears the costs and risks of material delivery to affinia. This also applies if affinia provides means of transportation. Deviating agreements only apply if they have become part of the contract.

e. The material must be properly packed, taking into account any instructions given by affinia. The empties will only be returned upon express request, but the partner has to bear the costs incurred.

f. Material deliveries must be reported in writing at least 24 hours before delivery. Additional costs incurred due to incorrect or incomplete information or due to missing or delayed advice on the delivered materials are at the expense of the partner.

§4 Waste regulations

a. The delivery of materials having one or more hazardous characteristics, such as toxic, harmful, carcinogenic, sensitizing, toxic for reproduction, mutagenic, dangerous to the environment, corrosive, irritating, flammable, explosive, oxidising and radioactive and the transfer of materials with deleterious or harmful elements (eg arsenic, lead, bromine, cadmium, chlorine, fluorine, Halogen compounds, mercury, selenium, tellurium, etc.), must be approved by affinia.

b. The partner is obliged to indicate the presence of one of the substances listed in a) independently of the declaration obligations in accordance with § 3.

c. In addition, the Partner must ensure that dangerous materials delivered by him and / or on his behalf have been transported and packaged in accordance with the relevant regulations.

d. The partner is solely responsible for the correct declaration of the accumulated residues. This also applies in the event of the authorisation of affinia to represent the partner in front of the authorities and other companies.

e. Insofar as the delivered materials are subject to the provisions of the Dangerous Goods Act, the Partner shall ensure that the statutory provisions applicable to it are compliant with and that the corresponding transport documents are available. This also applies if a pickup arranged by affinia takes place.

§5 Weighing, toll refining, billing and account statements

a. The quantities and / or weights determined by affinia after receipt of each shipment at their facilities, which may be indicated to the partner with the order confirmation, are binding.

b. The data obtained in this way is binding for affinia and the partner, unless one of the parties objects against this in writing within 2 weeks. The start of the period is governed by point f).

c. Apart from that, affinia has the power to feed the materials into the refining process upon the weighing and value determination (e.g., counting or weighing).

d. Furthermore, the data confirmed in the order confirmation (and possibly the weights resulting after homogenisation) - and in case of toll refining - the precious metal contents determined after the sampling process are basis for the invoice. This determination becomes binding, unless one of the parties objects against it in writing within 2 weeks. The start of the period is governed by point f).

e. Affinia provides metal accounts on request for partners entitled to reimbursement or delivery of metals for supplies or services. The current status of the respective account is determined on the basis of the weights and metal contents determined by affinia with the care of a prudent businessman and communicated to the partner in writing (metal account statement). The metal account statement becomes legally binding for the legal relationship between the parties if the partner does not object in writing within 2 weeks after receipt of the account statement. The deadlines are governed by point f).

f. The opposition period from points b), d) and e) starts on the day of the issue of the respective communication (order confirmation or billing).

§6 processing costs

- a. The prices contained in the offers of affinia are subject to change without notice and are exclusive of VAT.
- b. In addition, affinia reserves the right to make reasonable adjustments to the prices originally offered if the materials have special characteristics, that were not known, when the offer was accepted and which would cause additional expense during processing. This applies in particular to dangerous goods i.S.d. § 4 and hazardous waste.

§7 Metal credit / physical delivery

- a. In the case of purchase of precious metals or other recoverable metals derived from the material, the purchase prices are determined on the basis of the metal prices valid on the settlement date.
- b. If the partner wishes to have a later settlement date, he must notify affinia in writing no later than one week before the end of the agreed time.
- c. If the return of the precious metals has been agreed, this is done at the expense and risk of the partner.
- d. Furthermore, in the case of physical delivery, affinia is entitled to select the packaging, the mode of shipment and the delivery method at its best discretion. Proof of perfect packaging in this context is the unobjected acceptance of the material consignment by the freight forwarder or carrier.
- e. In addition, affinia is also authorised to cover transport or securities insurance in the name and at the expense of the partner.
- f. § 1, point a) remains unaffected by the points d) and e).

§8 Payment

- a. The due date of the invoice from affinia occurs in principle with the receipt of the invoice. Deviations are possible according to § 1, point a).
- b. Should a claim appear to be in jeopardy for certain reasons, or if the partner is in default of payment within the agreed terms, then affinia is entitled, without the further consent of the partner, to transfer the quantity of metal resulting from the existing orders whose market value corresponds to the amount of the receivable or partially covers, withholds, settles and sells in its own name. The costs are borne by the partner.
- c. Furthermore, affinia reserves the right to demand advance payments or security deposits, in particular if circumstances occur or become known to the partner, which make fulfillment of the affinia claims appear to be at risk. If the partner does not comply with such request, then affinia has the right to withdraw from the contract. The costs incurred until then are borne by the partner.
- d. Furthermore, affinia is free to claim compensation for the disadvantages and damages suffered by affinia, as a result of the withdrawal. Furthermore, in the case of the issuance of a credit note on the metal value resulting from a toll refining, affinia is entitled to charge the sum of the refining invoice with the metal value contained in the credit note or to deduct it from the payment to be made. Until final payment of the invoice, affinia is entitled to withhold goods / precious metals.

§9 Transfer of ownership

a. The partner remains the owner of the delivered material or the metals recovered by affinia during the entire refining period. In the case of commingling or mixing of the material with other material, the partner at least becomes co-owner. However, Affinia is entitled to restore the sole ownership of the affiliate at any time by means of segregation.

b. Any payment by affinia, be it in advance or in final settlement, be it in money or metal, will result in a transfer of ownership of the relevant product. Insofar as such (advance) service is performed on goods in the possession of the partner, the latter must ensure sufficient insurance against any loss of the goods at his own expense. The goods are to be separated from the partner's own material.

§10 Complaints

- a. Complaints of any kind must be sent to affinia without delay, at the latest within 2 weeks after receipt of the settlement and return in writing.
- b. If the quality of the metals or of the precious metal products / compounds supplied by affinia has been objected to, they will either be exchanged for faultless goods or a value-based credit will be granted.
- c. Further claims regarding material, financial or other damages (eg from pre-contractual, contractual liability or tort, etc.) of the partner are only compensated up to the amount of the risk coverage, if the partner has quantified the damage accurately and has proven the amount of the damage.
- d. If the partner fails to file a complaint within the period specified in a), a subsequent claim is excluded.

§11 Delivery times

- a. Delivery periods are only valid if they have been confirmed by affinia in writing (see § 1, point a). If delivered refining materials differ in composition and quantity from the original agreement, extended delivery times are permitted.
- b. In case of force majeure i.S.d. § 13, points a) and b), the corresponding contract paragraph is applicable.

§12 Precious Metals Trading and Precious Metal Transfer Transactions

- a. Telephone orders of the partner become binding with the agreement of affinia.
- b. The partner shall bear the damage resulting from transmission errors, misunderstandings or errors in telephone communication with the partner or with third parties, unless there is a fault on the part of affinia.
- c. Credits that are made as a result of an error, a typographical error or any other reason, without a corresponding order, may be reversed (canceled) by affinia by single-entry booking.

§13 Liability

- a. In the case of an infringement of the delivery of materials underlying provisions of these terms and conditions, the partner is liable. This applies in particular to damages or disadvantages resulting from the declarations, i.S.d. § 3 due to the dangerous nature of the material or their harmful or disturbing components.
- b. The partner is liable for all disadvantages and damages, which are due to the dangerous nature of the material or its harmful or

disturbing components. This liability generally ends with the complete processing and disposal of the material.

c. If, on the other hand, the material is a material that has a lasting negative effect, the liability of the partner continues until the adverse effects have fallen below the permitted levels. This is especially valid for radioactivity.'

d. Affinia is liable to the partner for damages and losses for the material processed by affinia only in cases of intentional or grossly negligent, improper handling. Further claims regarding material, financial or other damages (eg from pre-contractual, contractual liability or tort, etc.) of the partner shall only be offset up to the amount of risk coverage of affinia, provided that the partner accurately quantifies the damage and the amount of the damage has proven.

e. The amount of the claims is limited to the respective material value. In the event of force majeure i.S.d. § 15, items a) and b) any claims for damages, of whatever nature, of the partner or one of his customers against affinia are excluded in general.

§14 Force Majeure

a. In cases of force majeure (earthquake, war, shortage of workforce, energy and raw materials, governmental orders, disruption in operations, riots, looting and similar events), in which the availability of required metals cannot be ensured, affinia will be released from the fulfillment of the contractual obligations for the duration of the interference

§15 Data processing

a. Affinia is entitled to store and process all data relating to the business relationship with the partner within the meaning of the BDSG.

§16 Duties

a. Taxes, duties and other charges on the goods and the associated documents for deliveries from abroad within or outside the Federal Republic of Germany shall be borne by the partner.

§17 Place of fulfillment and place of jurisdiction

a. Place of fulfillment and jurisdiction for all obligations under the contract is the operation of affinia in D-50354 Hürth.

b. Any existing payment obligations to affinia shall not be deemed fulfilled until the payment in question has been booked on affinia's banking account specified in the invoice and made available to Affinia in full. In case of § 8, item d) affinia is deemed to have fulfilled the payment obligation arising from the contract as soon as it has offset the opposing values (see § 8, item d).

§18 Further provisions

a. The laws of the Federal Republic of Germany apply to the contracts of affinia, excluding the Hague Uniform Purchase Laws.

b. Should any provision contained in this Agreement be held to be unenforceable or invalid, the remaining provisions shall be given full effect

c. In the case of partial invalidity, the contracting parties are required to regulate the relevant passage without delay. If this fails, the legal provisions of the Federal Republic of Germany apply.

d. The legally binding version of these terms and conditions is the German edition. If there are contradictions, misunderstandings or mistakes in the translation in foreign language editions, the German version is valid in case of doubt.

affinia Metals GmbH

As of: December 2018