

GENERAL TERMS AND CONDITIONS OF PURCHASE (FERROUS AND NON-FERROUS METALS)

These General Terms and Conditions of Purchase (GTCP) apply, as of January 1, 2025, to the relationship between any supplier (hereinafter "the Supplier") and a company of the Derichebourg Group (within the meaning of Article L 233-3 of the French Commercial Code) (hereinafter "the Company") making a purchase as defined below.

Article 1 – GENERAL PROVISIONS

The purpose of these GTCP is to define the contractual terms and conditions under which the Company purchases waste (ferrous or non-ferrous metals) from the Supplier or provides it with services of any kind (such as collection and processing) in connection with waste. They shall prevail in all circumstances over any other document or Terms and Conditions of Sale issued by the Supplier, who acknowledges having read these GTCP and accepts them without amendment or reservation.

Article 2 – PURCHASE AFTER DIRECT DELIVERY BY THE SUPPLIER

Direct delivery must be made during the Company's opening hours.
The Company weighs or counts the waste and issues a receipt.

Article 3 – PURCHASE BASED ON A COMMERCIAL PROPOSAL OR PRICE QUOTE

Commercial proposals and price offers are only valid if confirmed in writing. They shall specify the description/quality of the waste, the price, the estimated volumes, and the delivery or collection terms.

Any changes to commercial proposals or price offers must be made in writing and/or agreed to by the Supplier.

The Company may provide the Supplier with the equipment necessary for the collection or delivery of waste, in which case the Supplier shall have legal custody of and be responsible for such equipment.

- Delivery by the Supplier

The Supplier undertakes to deliver the waste during the Company's opening hours, on the agreed dates, to the agreed locations and within the agreed time limits. The Supplier shall be liable for any delay in delivery in the event of an agreed date or time limit. In the event of failure to comply with the date or time limit for delivery of the waste, the Company reserves the right to automatically terminate its commercial proposal or price offer, under the conditions set out in the GTCP.

In the event of delivery of quantities lower than forecast, the price may be renegotiated.

- Collection by the Company

The Company may collect waste from the Supplier's site(s) in accordance with the terms agreed between the Parties and in the collection requests. Collection requests must be sent by email to the Company 48 to 72 hours before the desired date. Each collection will be accompanied by a waybill and a numbered receipt. With regard to containers, the Supplier must ensure that the maximum storage weight does not exceed that specified in the road legislation in force relating to the total authorized load weight.

The location reserved for the containers provided by the Company shall have a stable and level surface and shall be free of any obstructions so that pick-ups can be carried out without difficulty. Failing this, the Company declines all responsibility for any accidents that may result. Where necessary, the Parties shall put in place a safety protocol and a prevention plan.

- Reservations

Upon arrival of the waste at the Company's site, the Company shall weigh or count it. Reservations refer to objections made by the Company regarding the quantity or quality of the waste delivered. The Company shall note its reservations on the receipt form and inform the Supplier in writing within three business days. Reservations will be subject to an adjustment in quantity and price, if necessary.

- Complaints

Complaints refer to objections made by the Company regarding the quality or characteristics of the waste delivered, noted after receipt of the waste. The Company must send its complaints to the Supplier by email within three working days of the complaint being noted. Complaints duly noted by the Parties may result in a recalculation of the price of the waste.

Article 4 – TRANSFER OF OWNERSHIP

Ownership of the waste is transferred to the Company on the date of receipt of the waste at its site or in its collection bins located on the Supplier's site, regardless of payment of the price.

Article 5 – PRICE / INVOICING AND TERMS OF PAYMENT

The price of the waste purchased, as stated in the commercial proposal or price offer, is per ton, excluding tax. Taxes will be applied on the date of invoicing. The Supplier shall issue an invoice and send it to the Company at invoices.dp.dbq-france@weg-process.esker.net. The invoice issued by the Supplier must, failing which it may be rejected, state the Company's intra-Community VAT identification number as well as all information required for its electronic processing.

Invoices are payable upon receipt for non-ferrous metals and in the case of mixed purchases of ferrous and non-ferrous metals; for ferrous metals, payment is due 30 days after the end of the month on the 15th, the date of the invoice, by bank transfer. No advance payment shall be made, except in the case of a derogation expressly agreed upon by the Parties. In accordance with the provisions of Article 1348-2 of the French Civil Code, the Company and the Supplier agree to proceed with the payment of any debt or claim for which they may be debtor or creditor to each other by way of compensation.

Article 6 - GUARANTEES

The Supplier guarantees to the Company that the waste purchased will be free of hazardous or radioactive waste and that the obligations set out in the European REACH Regulation (Regulation No. 1907/2006 of December 18, 2006) have been/are/will be complied with in respect of the chemical substances contained in the waste supplied/delivered/used in connection with the Order. In its capacity as a professional, the Supplier guarantees the origin of the waste sold.

Article 7 - RESPONSIBILITIES

The Supplier is solely responsible for the nature of the waste it produces and sells. It declares that the waste purchased is neither stolen nor fenced.

The Supplier's liability shall cover any damage/bodily injury, material or immaterial, consequential or non-consequential, caused to the Company, its personnel, a third party or the environment, resulting from the performance or poor performance of its obligations by itself, its employees or the property belonging to it or in its custody.

Article 8 - INSURANCE

The Supplier declares that it has the necessary insurance to cover the financial consequences of the liabilities it incurs in the performance of the purchase in respect of bodily injury, material and immaterial damage, direct and/or indirect, which may occur as a result of or in connection with the performance of the purchase. It shall provide, at the Company's request, valid insurance certificates and inform it of any changes (including suspension or termination) that may occur in the elements contained therein. The Supplier may not invoke the existence of these guarantees, insufficient coverage, deductibles, or exclusions in the event of a claim to obtain a reduction in liability. Furthermore, the amounts guaranteed by the insurance policies do not in any way constitute a waiver by the Company against the Supplier beyond said amounts.

Article 9 – INTELLECTUAL PROPERTY

Any total or partial reproduction or use in any manner whatsoever, in particular for reference or advertising purposes, of the trademarks and/or logos of Derichebourg Group companies without the Company's prior written authorization is prohibited.

Article 10 – FORCE MAJEURE

In the event of force majeure within the meaning of Article 1218(1) of the French Civil Code, the obligations of the affected Party shall be suspended. It shall notify the other Party of the occurrence of the force majeure event and its expected duration and shall be required to minimize its effects. If the force majeure persists beyond 30 days, the other Party may terminate its commercial proposal without any damages being due on either side. The Parties expressly agree that internal strikes shall not constitute a case of force majeure within the meaning of these terms and conditions.

Article 11 - ETHICS

The Supplier undertakes, on behalf of itself and its employees, subcontractors, and partners involved in the execution of the commercial proposal or in the direct contribution, to comply with all applicable laws and regulations relating to business ethics, the prevention of corruption, and the fight against breaches of integrity, in particular French Law No. 2016-1691 of December 9, 2016, known as "Sapin II."

The Supplier acknowledges that it has read the Anti-Corruption Code of Conduct, its related policies, and the Derichebourg Environment Group's Ethics Charter, available on the website: <https://www.derichebourg.com/fr/accueil/nos-engagements/un-engagement-ethique>, and undertakes to comply strictly with them.

In particular, the Supplier undertakes to:

- Not offering or granting any direct or indirect undue advantage;
- Train its employees in compliance and integrity rules;
- Ensure that its subcontractors and partners comply with these commitments;
- Report any actual or potential conflict of interest without delay;
- Cooperate fully in the event of an audit conducted by the Company or by an authorized third party.

Any breach of these commitments may justify the immediate termination of the commercial proposal, without notice or compensation.

The Supplier is also informed of the existence of an internal ethics alert system, accessible to anyone wishing to report in good faith any behaviour contrary to the Anti-Corruption Code of Conduct or applicable regulations, via the platform: <https://www.bkms-system.com/Derichebourg-alert>.

Article 12 – PERSONAL DATA

The Supplier acknowledges that, in the context of the execution of the commercial proposal, it is likely to process and have access to personal data. As a data processor, it undertakes to put in place all necessary procedures to ensure confidentiality and maximum security, and to impose the obligations incumbent upon it on its staff, subcontractors, service providers, and partners. Any data subject may exercise their rights relating to their personal data by writing to the Data Protection Officer at the following email address: privacy@derichebourg.com or at the following postal address: DERICHEBOURG, Data Protection Officer, 119 Avenue du Général Michel Bizot – 75012 PARIS.

Article 13 - TERMINATION

In the event of non-compliance by the Supplier with any of the obligations referred to herein, the Company may, without penalty, immediately and without notice, suspend or terminate the commercial proposal(s), without prejudice to any legal action that the Company may take against the Supplier, or any compensation that it may claim from the Supplier.

Article 14 - ECONOMIC DEPENDENCY - LEGAL OBLIGATIONS

In the event of economic dependence, the Parties may jointly consider possible adjustments.

The Supplier undertakes:

- a) to inform the Company of the turnover it generates as soon as this turnover reaches 25% of its total turnover;
- b) once this threshold has been reached or exceeded, to keep the Company regularly informed in writing of the evolution of the annual turnover it generates with the Company.

ARTICLE 15 - TAX AND SOCIAL SECURITY OBLIGATIONS

The Supplier declares that it is in full compliance with social security and tax legislation. It undertakes to provide supporting documents at the express request of the Company.

Article 16 - MISCELLANEOUS

If any provision of the GTCP is found to be invalid, it shall be deemed unwritten without invalidating the purchase or affecting the validity of the other provisions. Failure to invoke any of these provisions shall not be interpreted as a waiver of the right to invoke them at a later date.

Article 17 - APPLICABLE LAW - JURISDICTION

These terms and conditions are subject to French law. Any dispute concerning the validity, interpretation or execution of these terms and conditions that cannot be resolved amicably within one (1) month shall fall under the exclusive jurisdiction of the courts of Paris.