

GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale govern the relationship between Derichebourg Environnement or its Subsidiaries (hereinafter "the Company") and its Clients as of January 1, 2025.

Article 1 - SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale cancel and replace those previously issued by the Company. The Client declares that they have read and accepted these general terms and conditions when placing their order. They shall prevail in all circumstances over any other document, correspondence, or terms and conditions of purchase issued by the Client, unless expressly agreed otherwise between the Parties.

Article 2 - ORDERS

Orders must be placed in writing (email, post, etc.). Client orders specifying the price, quality, quantity, delivery time and place of delivery of the goods or merchandise are firm and final upon receipt by the Company. Unless the Company refuses the order in writing (email, letter, etc.) within eight (8) business days of receiving the Client's order, the order is considered accepted by the Company. No modification or cancellation of the order by the Client will be accepted by the Company, unless expressly agreed in writing by the latter, failing which the delivery will be made as initially planned and the price mentioned on the order will be payable by the Client.

Article 3 - DELIVERY

3.1 - Time of delivery

Delivery is subject to the Incoterm chosen by the Company for the sale.

3.2 - Delivery time and delays

The delivery time is that indicated on the accepted order and is given for information purposes only. The Company undertakes to make every effort to comply with it. In the event of a delay in delivery due to the Client, the Company shall have the option, at its discretion, to extend or cancel the order in whole or in part. In any event, unless expressly agreed otherwise, delays in delivery shall not give rise to compensation or cancellation of the order, particularly in the following cases: a) force majeure, b) the Company's inability to transport the goods and/or merchandise to the place of receipt of the goods due to the lack of available means of transport, c) the occurrence of an event likely to delay or suspend the delivery of the goods and/or merchandise, d) the absence of a payment guarantee in any form, in the case of payment under this condition.

3.3 - Transport and transfer of risks

The terms of transport and transfer of risk are based on the Incoterm chosen by the Company.

3.4 - Reservations and complaints

The Client is required to take delivery of the goods and/or merchandise transported upon their arrival at the location specified in the accepted order.

3.4.1 - Reservations

The goods and/or merchandise are weighed when loaded onto the designated carrier's vehicle. The Client weighs the goods or merchandise upon their arrival at the location specified in the accepted order. Reservations refer to objections made by the Client regarding the quantity of goods or merchandise delivered. In the event that the Client issues any reservations upon delivery of the goods and/or merchandise at the location designated in the accepted order, the Client shall record such reservations on the delivery receipt and shall send a copy thereof to the Company by email or by mail within one (1) business day for scrap materials and within five (5) business days for non-ferrous metals. Reservations will be subject, where applicable, to a reduction in the quantity and amount appearing on the invoice issued by the Company after the Company has agreed to these reservations.

3.4.2 - Complaints

Complaints are understood to be objections made by the Client regarding the quality or characteristics of the goods or merchandise delivered. Complaints concerning the quality of the goods and/or merchandise, excluding any transport disputes, must be made by email within one (1) working day of receipt and confirmed by registered letter with acknowledgment of receipt.

In the event of complaints made by the Client upon receipt of the goods and/or merchandise at the location designated in the accepted order, the Client must mention them on the delivery note and send a copy to the Company within one (1) business day by email, confirmed by registered letter with acknowledgment of receipt. Complaints may result in the return of the goods or merchandise, subject to the Company's prior written agreement. No returns of goods or merchandise that have already been processed or remelted and are therefore unidentifiable will be accepted. The Company's agreement does not imply any acknowledgment of its potential liability. In all cases, returns must be made no later than one month after receipt.

Article 4 - TERMS OF PAYMENT

4.1 - Price

The price is the price indicated on the accepted order. However, in the event of reservations expressed by the Client, the invoice amount may be reduced as provided for in Article 3.4.1.

4.2 - Invoicing

Invoicing takes place for each shipment or within one month of the shipment of the goods or merchandise, or upon receipt of the notice of receipt issued by the Client in cases of invoicing after weighing. In the event that weighing by the Client at the place of arrival of the goods or merchandise is necessary, the invoice will not be issued at the time of delivery, but after the Company has received the receipt slip.

Each invoice shall include two dates: an issue date and a payment date corresponding to the expiry of the payment period, which shall begin to run from the date of shipment of the goods and/or merchandise. It is expressly agreed that the starting point of the payment period shall be the shipment of the goods or merchandise, regardless of the date of issue of the invoice. All invoices must be paid when due, even in the event of a dispute over their wording or content, which shall, where applicable, be subject to adjustment. Furthermore, any compensation is expressly excluded, unless previously agreed by the Company. Deductions may only be made in accordance with Article 3.4.1.

4.3 - Failure to pay

In the event of non-payment, the Client shall pay the Company a late payment penalty equal to three (3) times the legal interest rate plus 2 points. Any other sums that may be owed by the Client to the Company, for any reason whatsoever, shall become immediately payable.

Late payment penalties shall be payable without the need for a reminder, from the first day of late payment. Without prejudice to the foregoing, a formal notice may nevertheless be sent to the Client by registered letter with acknowledgment of receipt for the purpose of recovering the debt.

In the event of non-compliance with the terms of payment, the Company shall be entitled, unilaterally, to suspend the execution of any current orders from the Client and to invoke the retention of title clause provided for in Article 6. Furthermore, failure to pay a single invoice by the due date shall automatically render the balance due on all other invoices payable.

4.4 - Transferability of the debt

The Company reserves the right to freely and validly assign the claims it has against the Client, in accordance with the rules on the assignment of claims set out in Articles L. 313-23 et seq. of the French Monetary and Financial Code and Article 1323 of the French Civil Code.

Article 5 - CLIENT SOLVENCY

The continuation of commercial relations and the application of the terms of payment are subject to the Client's good financial health. The Company only maintains commercial relations with Clients covered by one of the credit insurance companies approved by the Derichebourg group, and for amounts not exceeding the maximum

coverage limit granted to Clients. In particular, in the event of deterioration or suspension of the Client's credit insurance coverage, the Company reserves the right, even during the execution of an order, to suspend or terminate immediately and without compensation the commercial relationship and/or the execution of any order. At its discretion, the Company may decide to continue to fulfill orders in progress in return for the Client's commitment to pay the amount of the orders in progress in cash or to pay in advance of any shipment thereof.

Article 6 - TRANSFER OF OWNERSHIP - RETENTION OF TITLE

Pursuant to Article L.621-122 of the French Commercial Code, the Company retains ownership of the goods and/or merchandise it delivers until full payment of their price in principal, interest, and late payment penalties.

The Client is authorized to sell the goods or merchandise sold in the normal course of its business before they have been paid for in full to the Company, provided that the sale is made on behalf of the Company for the unpaid portion of the price and that, within this limit, the Client's claims against its own Clients arising from the resale of the goods or merchandise are transferred to the Company. To this end, until full payment for the goods or merchandise has been made, the Client undertakes to record the claims arising from its own Clients as "third-party accounts" in its accounts.

Article 7 - TERMINATION

In the event of non-compliance by the Client with any of the obligations set out in these general terms and conditions, the Company may, without penalty, immediately and without notice, suspend or terminate the contract, without prejudice to any legal action that the Company may take against the Client or any compensation that it may claim from the Client.

Article 8 - WARRANTIES

It is expressly agreed that any non-conformity of the goods or merchandise received by the Client with the accepted order, as well as any defect affecting said goods or merchandise, shall be subject to the reservations and complaints procedure set out in Article 3.4 above.

The Company shall not be liable for any damage, direct or indirect costs, or for any loss, damage, or expense due to apparent or hidden defects in the goods or merchandise, or due to any abnormal use thereof or any condition of storage, handling, or processing thereof by the Client. The Company shall incur no liability other than that arising under the statutory regimes governing hidden defects and liability for defective products, solely with respect to consumers.

Article 9 - 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 must 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 by either Party. The Parties expressly agree that internal strikes shall not constitute a case of force majeure within the meaning of these terms and conditions.

Article 10 - ETHICS, COMPLIANCE, AND ANTI-CORRUPTION

The Client undertakes to comply with all applicable laws and regulations relating to human rights, fundamental freedoms, health, safety, the environment, and the fight against corruption and breaches of integrity, in accordance with the relevant international conventions.

The Client declares that it has read the Derichebourg Group's Ethics Charter and its Anti-Corruption Code of Conduct and undertakes to comply with them. These documents are available on request or via the Group's website.

The Client is also informed of the existence of an internal ethics alert system, accessible to anyone wishing to report in good faith any behavior that contravenes the Group's regulations or values, via the address <https://www.bkms-system.com/Derichebourg-alert>.

The Client undertakes to:

- Refrain from any practice of corruption, whether active or passive, direct or indirect;
- Immediately inform the Company of any conflict of interest or situation likely to create one;
- Imposing similar obligations on its subcontractors, partners, and suppliers;
- Cooperate fully in the event of an audit or reasonable request for information from the Company to verify compliance with these obligations.

Any serious breach of the above commitments will entitle the Company to suspend or terminate the contract, without prejudice to any damages it may claim.

Article 11 - PERSONAL DATA

In the event that the Client is required to process personal data in the performance of the contract, it guarantees that it will comply with the regulations relating to the protection of personal data, in particular the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016, as of its application (hereinafter the "Personal Data Regulations").

The Client undertakes to take all necessary physical, organizational, and logistical security measures to preserve and enforce the integrity and confidentiality of personal data and shall refrain from any use other than that strictly necessary for the performance of the contract and, in particular, shall not use such data for commercial prospecting purposes on its own behalf or on behalf of third parties.

The Client shall implement technical and organizational measures to ensure that third parties authorized by it to access personal data respect and preserve the security and confidentiality of personal data.

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 Environnement, Data Protection Officer, 119 Avenue du Général Michel Bizot - 75012 PARIS.

Article 12 - 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, WHICH CANNOT BE RESOLVED AMICABLY WITHIN ONE (1) MONTH, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS.

Article 13 - ELECTION OF DOMICILE

Each party elects domicile at its registered office.