

General terms and conditions for the sale of residual materials of Volkswagen AG (version dated 1 October 2023)

1. General information

1.1

The deliveries, services and offers of Volkswagen AG (hereafter referred to as the Seller) for the sale of residual materials (scrap, old equipment, etc., for disposal) are exclusively based on these terms and conditions of sale.

1.2

The incorporation of the Seller's business and purchasing terms and conditions is hereby denied.

1.3

The Seller shall exclusively sell residual materials to contractors according to Section 14 German Civil Code (BGB).

1.4

These terms and conditions of sale are available in the German and English languages. The German version shall prevail exclusively.

2. Framework contract, individual contract, contract conclusion

2.1

Insofar that the Seller and Buyer do not conclude an individual contract in individual cases, the Seller and Buyer shall conclude a framework contract, under which the Seller shall have the right to tender agreed binding individual quantities under the terms and conditions as agreed in the framework contract (retrieval). The Buyer shall not be obligated to pick up the residual material in the requested quantity and

under the terms and conditions agreed in the framework contract from the Seller for further handling and pay the Seller according to the agreements in the negotiation protocol until retrieval.

2.2

The framework contract does not obligate the Seller to one or more retrieval(s) toward the Buyer. On the basis of a framework contract, no contract conclusion obligating the Seller is established until and exclusively with the retrieval by the Seller under the agreed terms and conditions in the framework contract.

2.3

If the Seller and the Buyer conclude an individual contract, the rights and obligations of the Seller and the Buyer are governed by the terms and conditions in this individual contract. The individual contract is established by the commissioning by the Seller in response to the binding offer by the Buyer in form of the results as documented in the negotiation protocol.

3. Contract components

3.1 Framework contract

If the Seller requests the pick-up of residual materials based on a framework contract concluded with the Buyer, the rights and obligations of the Seller and the Buyer are governed according to

3.1.1

the Seller's retrieval letter,

3.1.2

the commissioning framework contract,

3.1.3

the negotiation protocol for the framework contract,

3.1.4

these terms and conditions of sale, insofar that they govern the rights and responsibilities of the Seller and the Buyer when a framework contract is concluded,

3.1.5

the invitation to tender for the framework contract including all of its components,

3.1.6

the provisions of and based on public law, particularly waste legislation, of the Federal Republic of Germany,

3.1.7

the provisions of private law, particularly the German Civil Code (BGB) and the German Commercial Code (HGB), of the Federal Republic of Germany.

3.1.8

Unless otherwise agreed, contract components also include the valid current versions of the terms and conditions of sale including operating equipment regulations, customs and export contract terms and conditions and the requirements of the Volkswagen Group for the sustainability in the relationships with business partners (Code of Conduct for Business Partners).

If the terms and conditions of sale including the operating equipment regulations, customs and export contractual terms and conditions and the requirements of the Volkswagen Group for the sustainability in the relationships with business partners (Code of Conduct for Business Partners) are not attached to the contract documents, they can be viewed at and obtained from:

www.vwgroupsupply.com

In case of an objection that cannot be resolved by interpretation between the individual contractual bases above, the contract component that is higher grouped according to the list above has priority over the lower grouped contract component.

3.2 Individual contract

If the Seller requests the pick-up of residual materials based on an individual contract negotiated with the Buyer for payment for the residual materials, the rights and obligations of the Seller and Buyer are governed according to

3.2.1

the Seller's order letter,

3.2.2

the negotiation protocol for the individual contract,

3.2.3

these terms and conditions of sale, insofar that they govern the rights and responsibilities of the Seller and the Buyer when an individual contract is concluded,

3.2.4

the invitation to tender/request for the individual contract including all of its components,

3.2.5

the provisions of and based on public law, particularly waste legislation, of the Federal Republic of Germany,

3.2.6

the provisions of private law, particularly the German Civil Code (BGB) and

the German Commercial Code (HGB), of the Federal Republic of Germany.

3.2.7

Unless otherwise agreed, contract components also include the valid current versions of the terms and conditions of sale including operating equipment regulations, customs and export contract terms and conditions and the requirements of the Volkswagen Group for the sustainability in the relationships with business partners (Code of Conduct for Business Partners).

If the terms and conditions of sale including the operating equipment regulations, customs and export contractual terms and conditions and the requirements of the Volkswagen Group for the sustainability in the relationships with business partners (Code of Conduct for Business Partners) are not attached to the contract documents, they can be viewed at and obtained from:

www.vwgroupsupply.com

In case of an objection that cannot be resolved by interpretation between the individual contractual bases above, the contract component that is higher grouped according to the list above has priority over the lower grouped contract component.

4. Purchase price

4.1

Unless otherwise agreed to in an individual case, the purchase price applies

4.1.1

in the case of the Seller's retrieval under a framework contract according to the terms and conditions according to the commissioning framework contract,

4.1.2

in the case of the commissioning of an individual contract according to this commissioning individual contract.

4.2

The respective purchase price applies in the absence of a deviating agreement ex-site of the residual material excluding packaging and insurance. The Buyer is separately responsible for all costs of loading, transport safety, weighing and transport.

4.3

The prices are in EUROS and subject to statutory value added tax. Differing first priority or supplemental provisions of the Value-added Tax Act (UStG) remain unaffected.

4.4

Any provisions by the Seller, such as cranes, stackers, scale, personnel, etc., shall be charged to the Buyer separately in addition to the purchase price in accordance with expenditure. Unless specifically agreed in individual cases, the Buyer shall not have a claim to provision by the Seller.

5. Delivery and service quantity, delivery and service time

5.1 Framework contract

5.1.1

Insofar that the framework contract does not contain any different, particularly specifying agreements, the Seller has the right within the agreed term of the framework contract to request the acceptance of the residual material(s) from the Buyer at the agreed terms and conditions according to the rules of discretion (Section 315 BGB). The Seller shall thereby take the recognizable and justified interests of the Buyer into account.

5.1.2

The Seller shall dispose the individual request based on a carefully estimated forecasted individual quantity. The exact delivery quantity in the case of delivery quantities by weight is derived exclusively from the dispatch weight after weighing according to Number 8.1; this exact dispatch weight after weighing is the exclusive determining factor for the determination of the purchase price to be paid by the Buyer to the Seller under the request.

5.2 Individual contract

The Seller shall request the offer from the Buyer based on carefully estimated forecasted individual quantities. The exact delivery quantity in the case of delivery quantities by weight is derived exclusively from the dispatch weight after weighing according to Number 8.1; this exact dispatch weight after weighing is the exclusive determining factor for the determination of the purchase price to be paid by the Buyer to the Seller under the individual contract.

5.3 Force majeure, unavoidable circumstances

Force majeure, natural disasters, fire, epidemics or pandemics, labor disputes, unrests, war, terror, official or statutory measures as well as other unforeseeable, unavoidable and serious events shall release the contractual partners for the duration of the subsequent interruption and within the scope of its effect from the respective affected obligations to perform. At the same time, the other contractual partner is released from its respective counter obligation accordingly. This also applies when these events occur at a time at which the contractual partner affected by the interruption is in default. If a contractual partner uses a third party to fulfill the respective affected obligation to perform, where the interruption occurs, the contractual partner affected by this interruption is only then and to the extent released from its obligation to perform as an otherwise possible remedy (e.g. falling back on another third party) is not reasonable.

The contractual partner affected by the interruption is obligated to keep the arising adverse effects, particularly toward the other contractual partner, to a minimum and make a reasonable effort to avoid them at its own expense. If the interruption occurs, the contractual partner is obligated to provide the necessary information on the scope and expected duration of the interruption to the other contractual partner without delay.

The contractual partners are obligated to reasonably adapt their obligations to the changed conditions in good faith. Each contractual partner is generally responsible for subsequently incurred

costs. If an adaptation is not possible, the contractual partners have the right to terminate the contract. This applies accordingly in case of an unreasonably long duration (generally six months) of the interruption of the respective affected obligations to perform.

The section above applies accordingly to the extent that: (i) the contractual partners conclude a contract during a prolonged event with the justified expectation that the event ends (at a specific point in time) or that it will significantly improve, but this event continues (unreasonably longer) against the expectations of the contractual parties or does not significantly improve; or (ii) an event ends prior to the conclusion of a contract; however, it reoccurs after the conclusion of a contract (such as the re-occurrence of the same epidemic or pandemic).

6. Transfer of risk and warranty

The risk of the accidental loss or deterioration of the purchased item transfers to the Buyer when loading begins. Overriding deviating agreements by incorporation of Incoterms remain unaffected.

The Buyer is obligated and entitled to the extent that this is reasonable for the Seller to examine the purchased item at its own expense for possible deficits or safety risks.

The Buyer acquires the purchased item under exclusion of any warranty in case of material defects and defects in title; however, this does not apply in the event of injury to life, limb or health in case of gross negligence or intent.

7. Liability and other central obligations of the Buyer, Liability of the Seller

7.1

The Buyer is responsible for loading, transport safety and transport according to the state of the art and under consideration of the applicable laws and due diligence obligations, official orders, accident prevention regulations and the Seller's operating equipment regulations.

7.2

A German speaking contact partner who is authorized to make decisions shall be named and present during all of the Buyer's and its agents' activities on the Seller's premises.

7.3

The Seller and its legal representatives and agents shall not be liable for ordinary and moderate negligence. This does not apply to injuries to life, limb or health.

7.4

The Buyer releases the Seller from all claims against the Seller by third parties based on public and private law, which they attain from actions or omissions by the Buyer.

7.5

The Buyer undertakes to take all measures that are necessary and reasonable to fight corruption and avoid other legal infringements, particularly against regulations of antitrust law, competition law, environmental protection, customs and export law and against rights of employees. The Buyer will take reasonable organizational (including legal or contractual) measures to prevent that its legal representatives, its employees, subcontractors, consultants or other commissioned third parties make themselves liable to

prosecution due to taking or failure to take action, such as due to bribery, corruption, granting advantages, accepting advantages, money laundering, fraud or infidelity.

In case of a violation of these obligations or in case of a justified suspicion of such violation in connection with the fulfillment of the obligations under the respective contract, the Buyer shall notify and inform the Seller of remedial measures that will be taken to remedy the violation and prevent future violations. If the Buyer fails to immediately notify the Seller or take suitable remedial measures within 60 days of becoming aware, the Seller shall have the right to terminate the affected contract without notice or terminate the business relationship in its entirety effective immediately. The Buyer releases the Seller, its legal representatives, governing bodies and employees from all claims, losses, costs and expenses including legal consultation costs arising from the violation of the obligations under this clause unless the Seller or one of its commissioned third parties is responsible for this violation.

Otherwise, the available "Requirements of the Volkswagen Group for the sustainability in relationships with business partners (Code of Conduct for Business Partners)" under www.vwgroupsupply.com apply.

Insofar that the Seller or authorities demand insights into the production process or the provision of services and Buyer's documents and processes related to the order to review certain requirements, the Buyer undertakes to allow such review or audit in their area and thereby provide all reasonable support.

8. Billing by weight, offset, payment

8.1

When billing by weight, the weight is determined using the Seller's calibrated scales unless, as an exception, as directed by the Seller externally or at the Buyer by:

1. full weight deducting the written tare weight in case of DB wagons,
2. empty and full weight in case of truck, container, etc.

The subsequently determined dispatch weight is decisive for the settlement of the purchase price.

The weighing charges to be paid by the Buyer to the Seller and shunt costs are calculated based on the prices of the individual sites of the Seller.

8.2

The Buyer shall only have the right to offset in the case of undisputed claims or claims determined with legally binding effect.

8.3

Payment shall only be considered to have occurred once the Seller has access to the payment sum.

9. Certified Buyer, proper disposal

9.1

Residual materials shall be sold or transferred to certified waste disposal companies exclusively. The Buyer shall, always with his initial offer, in case of individual contracts for the requested delivery period and in case of conclusion of a framework contract for the entire term of the framework contract, submit valid certificates according to DIN ISO 9000 ff / as specialized

waste disposal company / according to EC Eco Audit Regulation to the Seller.

9.2

The Buyer shall be obligated to properly fill out (disposal company information) and transfer the waste material pass to the Seller.

9.3

The Buyer shall accept the applicable duties as waste owner under environmental law. The Buyer shall always use impervious storage and transportation containers for oily or emulsion-coated residual materials.

Residual materials are exclusively transferred to certified waste disposal companies as Buyers. The evidence of certificates according to DIN ISO 9000 ff / as waste disposal company / according to EU Eco Audit Regulation provided by the Buyer at the time the offer is submitted shall be updated for the Seller (Division BA-D) in regular intervals and any change (particularly withdrawal or loss) shall be indicated. The Buyer shall provide evidence of proper disposal of residual materials upon the Seller's request. If necessary, the Buyer shall also be obligated, upon the Seller's request, to provide further evidence of the proper disposal of residual materials to the Seller.

The Seller reserves the right to verify the requirements under waste disposal law that demand compliance on the part of the Buyer using suitable tools (particularly waste disposal company audit). Particularly, the audit can be performed by the Seller's experts on site. In this context, the Buyer undertakes to provide access to the Seller to the relevant sites, systems and documents.

9.4

The disposal method indicated by the Buyer at the time the offer is submitted is an essential component of the contract and shall be adhered to at all times. Changes require the prior written approval of the Seller. This also applies with regard to carriers and other third parties commissioned by the Buyer and the establishment of working groups. In any case, services shall be transferred exclusively to proficient, capable and dependable third parties. Evidence of adequacy shall be provided to the Seller by submission of a relevant certificate according to DIN ISO 9000 ff. and/or specialized waste disposal company / EU ECO AUDIT REGULATION.

9.5

Insofar that the Buyer ships residual materials to another country, the Buyer shall specifically comply with waste shipping legislation and Regulation (EU) No. 1013/2006 ("EU-VVA").

10. Retention of title

10.1

Insofar that the purchase price to be determined according to Number 5.1.2 and/or Number 5.2 has not already been paid in full by the Buyer by bank transfer or the Buyer has submitted a guarantee according to the agreements made in the amount of the purchase price to be determined according to Number 5.1.2 and/or Number 5.2, the Seller makes all deliveries under retention of title.

10.2

Should the Buyer process an item with items not belonging to the Seller, the

Seller shall be entitled during the retention of title to a share of the ownership of the new item proportionate to the ratio of the invoice value of the processed reserved items at the cost price of the other processed items.

10.3

Should the reserved items be resold, the Buyer shall herewith transfer in advance to the Seller accepting the right to claims arising from such a sale; the Buyer shall continue to have the right to recover the purchase price of the resold items until this is revoked by the Seller. This transfer of the right to claims shall occur in the same manner even if the reserved items were processed beforehand in any way by the Buyer or if they should be sold to multiple buyers. The transfer of claims serves as a security for the Seller to a maximum equivalent to the amount of the invoice value of the reserved items sold by the Seller to the Buyer. Should the items in question be resold by the Buyer together with other items not belonging to the Seller, be it with or without processing having been undertaken, the transfer of claims shall be valid only to a maximum equivalent to the amount of the value of the items concerned as stated on the Seller's invoice.

10.4

The Seller undertakes to release the securities that the Seller is entitled to to the Buyer upon request to the extent that the realizable value of these securities exceeds the claims to be secured by more than 10%. The Seller shall select the securities to be released.

11. Applicable law

The law of the Federal Republic of Germany shall govern. The terms of the UN Law on the Sale of Goods (United Nations Convention on Contracts for the International Sale of Goods) and the Conflict of Law Rule under German Private International Law shall not apply.

12. Place of performance and jurisdiction

12.1

The place of performance for all obligations of both contractual partners shall be the location of the purchased item.

12.2

The place of jurisdiction for legal disputes arising from or in connection with the contract, including the issue concerning its effectuation, its termination or its continued effectiveness, is Wolfsburg. This agreement on the place of jurisdiction shall likewise extend to check-related claims.

13. Partial ineffectiveness, severability clause

Should provisions of these terms and conditions and the contract on which they are based be or become legally invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. Any invalid or unenforceable provision shall be replaced, to the extent that this is legally possible, with an appropriate provision that is as similar as possible to what the contract parties intended or would have intended in accordance with the meaning and purpose of the contract, provided that the point in question had been considered when this contract was signed.

The parties to the contract shall be entitled to demand that applicable points according to the previous paragraph be documented in writing by way of an amendment to or supplementation of the wording of the contract.