

Nobra GmbH

General terms of business for consumers

1. Contact information

Nobra GmbH
Head office: Rippershausen, Sandfeld 16
Amtsgericht Jena HRB 302233
Managing Director: Norbert Brand

2. General provisions

2.1 Our deliverables, services and offers are based exclusively on these general terms and conditions. They further apply to all deals and transactions between Nobra GmbH (hereinafter referred to as 'Nobra') and its contractors.

2.2 Changes, additions and ancillary agreements are only valid with the written confirmation of Nobra.

2.3 The customer agrees that all statements be sent to the email address or fax number specified by them in connection with the awarded contract and respective financial settlement.

3. Contractual conclusions

3.1 The customer specifies the materials to be reprocessed and quantities thereof to Nobra. Mechanical and thermal processing of the supplied materials is to be understood under the term reprocessing. The customer receives a written quote from Nobra, which includes the estimated costs for materials analysis and reprocessing.

3.2 The materials to be reprocessed are to be delivered, by the customer, to Nobra at their own expense. The handover of these materials to Nobra constitutes acceptance by the customer of the contract offer.

3.3 The customer must inform Nobra, if the materials to be processed are potentially toxic, explosive, radioactive or in any other way hazardous and when the risk of contamination with foreign objects may interfere with or damage the processing equipment operated by Nobra. In case of a breach of this duty, the customer is liable for any resulting damage. Furthermore the customer assures Nobra that they are the legal owner of the materials and no claim exists by any third party.

4. Materials reprocessing

4.1 The supplied material is allocated an identification number for end-to-end documentation of the entire process (both mechanical and thermal) plus analysis stages. Ultimately a sample will be taken and sent for independent laboratory analysis. The results of which will form the basis for financial settlements.

4.2 Sampling is carried out by Nobra on behalf of the customer. The customer has the right to be present for this stage of the process or to be represented by an independent adjudicator. In such cases, Nobra will advise the customer of the appointed date. Where neither the customer nor his representative is present, sampling will be carried out on a basis of trust. On request, the customer may also be sent the sample for testing, whereby any supplementary carriage costs will be borne by the customer. Samples will be

archived and held for a period of 6 months.

- 4.3 Nobra is authorised to inspect the precious metals (or other salvaged materials) in detail for the purposes of valuation. The assessment of the value may involve the partial or total destruction of the material sample. The customer is herewith aware of this and waives any claim for damages against Nobra.
- 4.4 Nobra does not accept material for general waste disposal. Should it be determined that no valuable or non-recyclable materials have been submitted for reprocessing, they will be returned to the customer on their instruction and at their expense. For the costs incurred up to this point, Nobra will charge a fixed sum of €500.00.
5. Payment terms
 - 5.1 Nobra will immediately forward the results of the materials analysis on to the customer. Should the customer fail to formalise any objection to the results of the analysis within 14 days of receipt of the laboratory report, these will be deemed to be approved. The customer is herewith expressly aware of the legal consequences of not responding to the laboratory results. If the customer has reason to question the results, further independent analysis can be carried out at their expense. On the day the deadline expires Nobra will issue the customer with their invoice. This includes all relevant details (delivered quantity, ash weight, retrieved precious metal, daily rate) for calculating the value of the financial settlement. The value of the precious metal content, as determined by the results of the analysis, will be reimbursed to the customer, based on the daily rate for the respective material on the London Stock Exchange on the date of billing.
 - 5.2 Final billing will encompass any deductions for reprocessing and analysis made by Nobra. Consequently, depending on the weight of the materials reprocessed, this amount will range between €250.00 and €500.00. The customer may choose to have their resulting credit paid by bank transfer or credited to a precious metal account held with Nobra. Furthermore, with prior notice, the customer may also opt to have the retrieved metals supplied to them as e.g. bullion, granules etc. This option will necessitate an ancillary contractual clause.
 - 5.3 Should the customer wish to use the precious metal account credit method, they agree to the credited amount irrevocably.
 - 5.4 If the customer is liable for payments to Nobra, an invoice will be issued accordingly. Payment should be made by bank transfer to any of the accounts listed on the invoice within 10 days of the issue date and without deductions. Nobra is entitled to offset customer payments, at their own discretion, against the oldest outstanding claims against the customer.
 - 5.5 If the customer defaults on payment, arrears will be charged with interest set at 5 percentage points above base rate as of due date (Article 288 Para. 2, 247 BGB) on the respective outstanding amount, unless the customer can prove acceptable reason for delay in payment.
 - 5.6 The possibility to off-set payments against financial claims made by Nobra exists only if the customer's counterclaim has been legally established, is undisputed or indeed denied, but is ready for a decision. The customer may only exercise a lien if the counterclaim is undisputed or legally based on the same contractual relationship.

6. Liability of Nobra

6.1 Nobra shall be liable for damages caused by it or its agents with intent or as a result of gross negligence, under the statutory provisions. This similarly applies to negligent damage claims arising from injury to life, body or health.

6.2 With respect to liability for property and financial damages caused by negligence, Nobra and its agents shall be limited to the foreseeable only in relation to breach of contractual obligations, however the amount will be limited to damages relevant to the nature of the contract. Material contractual obligations are those, which characterise the contract and must rely on the fulfillment of the customer.

7. Data protection

Any data submitted to Nobra will remain confidential and only used for the purposes of executing the contract. A transfer of customer data to third parties will only happen if made necessary by the implementation of the contract. In other circumstances customer data is only released to third parties on the basis of a court order or official request. All customer data is stored and processed in accordance with the relevant regulations set out in the German Federal Data Protection Act.

8. Final provisions

The invalidity of one or more provisions of this contract shall not affect the validity of this contract as a whole. Statutory rights apply in the case of invalid regulation.