

Nobra GmbH

General terms of business for companies

1. Contact information

Nobra GmbH
Head office: Rippershausen, Sandfeld 16
Amtsgericht Jena HRB 302233
Managing Director: Norbert Brand
2. General provisions
 - 2.1 The following provisions apply solely to companies conforming to paragraph Article 14 of BGB (German Civil Code) they do not apply to consumers conforming to Article 13 of BGB.
 - 2.2 Our deliverables and services are based exclusively on these general terms and conditions. They apply to all contracts and exchanges between Nobra GmbH (hereinafter referred to as 'Nobra') and its contractual partners in all future transactions, even when not expressly agreed in advance. We do not recognise conflicting or different terms of business, unless this has been explicitly agreed in writing in advance. An agreement on different terms is valid neither when unknown to us, nor when we have expressly objected to it.
 - 2.3 Changes, additions and ancillary agreements are only valid with the written confirmation of Nobra.
3. Fulfillment/contractual language/communications
 - 3.1 The location for fulfillment of all deliverables and services by Nobra is based at our head offices, unless expressly agreed in advance for the respective assignment.
 - 3.2 Contractual language is German.
 - 3.3 The client agrees that all statements relating to the award of the contract and financial settlements are sent to the specified email address or fax number supplied by the client.
4. Contractual conclusion
 - 4.1 The client will advise Nobra of the type and quantity of material to be reprocessed. The client will receive a written quote from Nobra, stating the expected costs for analysis and reprocessing.
 - 4.2 The material for reprocessing will be delivered to Nobra by the client at their own expense or, after prior agreement, be collected by Nobra also at the client's expense.
 - 4.3 The material to be reprocessed will be weighed by Nobra with calibrated equipment and the resulting weight will be compared with that stated by the client. Any deviation of greater than 10% to the client's weight estimate will be communicated to the client and only subject to reprocessing on approval of the client to proceed. The authorisation to proceed will be deemed granted if the client does not indicate otherwise within one week of receipt of the weight notification. The same applies if the deviation is 10% below the client-estimated weight. The contract is valid from the time that the material is delivered to Nobra or, at the latest, on recognition and approval of any weight difference by the client.

5. Reprocessing of materials

- 5.1 The supplied material is allocated an identification number for end-to-end documentation of all stages of processing (both mechanical and thermal) plus any sample analysis. Ultimately a sample will be taken and sent for independent laboratory analysis. The results of which will form the basis for financial settlements.
- 5.2 Sampling is carried out by Nobra on behalf of the client. The client has the right to be present at this stage or to be represented by an independent adjudicator. In these cases, Nobra will advise the client of the appointed date. Where neither the client nor their representative is present, sampling will be carried out on a basis of trust. On request, the client may also be sent the sample for testing, whereby any supplementary carriage costs will be borne by the client. Samples will be archived and held for a period of 6 months.
- 5.3 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 client is herewith made aware of this and waives any claim for damages against Nobra for same.
- 5.4 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 client in accordance with their instructions and at their expense. For the costs incurred up to this point, Nobra charge a fixed sum of €500.00.

6. Client obligations

- 6.1 The client must inform Nobra, in writing, of the essential properties of materials to be processed. The client is, in particular, obliged to notify Nobra when the material to be processed is potentially toxic, explosive, radioactive or in any other way hazardous and when the risk of contamination by foreign objects may interfere with or damage the processing equipment operated by Nobra. The client is further obliged to comply with the provisions set out by German recycling and waste management laws. Materials for reprocessing may need to be packaged and labeled according to instructions set out by Nobra. In case of culpable violation of the aforementioned obligations, the client is liable for any resulting damages.

7. Billing/payment terms

- 7.1 All prices are quoted in Euros (€), unless otherwise agreed in advance by representation of Nobra head office. All offer prices are net prices. Sales tax is calculated in addition at the applicable rate. The same applies for all incidental costs such as packaging, insurance, shipping. Nobra reserves the right to increase the quoted price to cover the costs of analysis and reprocessing if the process is, for any reason precipitated by the client, delayed for a period of or exceeding four months.
- 7.2 Nobra will immediately forward the results of the materials analysis test to the client. Should the client fail to formalise any objection to the results of the analysis within 10 days of receipt of the laboratory report, these will be deemed to be approved. If the client has any objection to the results of the analysis, further independent analysis can be carried out at their expense. On the day the deadline expires Nobra will issue the client with their invoice. This covers all relevant items (delivered quantity, ash weight, retrieved precious metal content, 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 client based on the daily rate for the respective material on the

London Stock Exchange for the date of the settlement.

- 7.3 A minimum charge of €500.00 will be levied to cover the cost of analysis and reprocessing of materials. Should higher or lower costs be incurred, these will be communicated to the client. Any package or fixed costs for analysis and reprocessing agreed in individual cases will be deducted from the final financial settlement.
- 7.4 After deductions, the client will be credited with the balance. Following prior agreement, the client may choose to establish a precious metal account with Nobra and lodge their credit there or may request the return of the retrieved materials as ingots, granules etc.
- 7.5 Should the client wish to use the precious metal account credit method, the client agrees to the credited amount irrevocably.
- 7.6 If the client 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 bill within 10 days of the invoice date and without deductions. Nobra is entitled to offset client payments, at their own discretion, against the oldest outstanding claims against the client.
- 7.7 If the client defaults on payment, interest on arrears will be levied at 9 percentage points above the base rate as of due date (Article 288 Para. 2, 247 BGB) for the outstanding amount, unless the client is able to prove a case for lower damages. Nobra is entitled to assert a claim for further damages if the default amount is in excess of the interest claimed. The client is at liberty to prove that Nobra has suffered lesser damages pursuant to Article 288 Para. 5 BGB, in such cases Nobra may charge a minimum flat rate of €40.00 for damages caused by delay to payment.
- 7.8 In the case of payment default of a not inconsiderable amount or if there are circumstances that affect the creditworthiness of the client e.g. commencement of insolvency proceedings, Nobra is entitled to curtail any outstanding work for the client, bill work-to-date and terminate outstanding client contracts with immediate effect. Furthermore approximate agreed deadlines for execution of outstanding work by Nobra automatically lose their validity.
- 7.9 The possibility for off-setting Nobra payment claims exists only if the counterclaim of the client has been legally established, is undisputed or indeed denied, but is ready for a decision. The client may only exercise a lien if the underlying claim is undisputed, legally binding or when based on the same contractual relationship.

8. Liability of Nobra

- 8.1 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.
- 8.2 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 client.

9. Data protection

Any data submitted to Nobra will remain confidential and only used for the purposes of

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

10. Applicable law/jurisdiction

10.1 German law is applicable, with particular reference to civil and commercial codes. The application of the Vienna UN Convention for the international sale of goods is excluded.

10.2 Whether the client is a sole trader, a legal entity under public law or a public special fund, Nobra is the agreed and exclusive place for jurisdiction, arising out of or from this contract. The same applies to persons who have transferred their domicile or primary place of residence to an overseas location after conclusion of the contract or whose domicile or primary place of residence at the time of the complaint is not known to the general jurisdiction in Germany.

11. Final provisions

The invalidity of one or more provisions of this contract shall not affect the validity of this contract as a whole. The contract parties undertake to replace ineffective provisions by an effective provision which comes as close as possible to the objective pursued by the invalid provision's economic purpose. Until such a scheme is in place for the ineffective provision, a provision will apply that comes closest to the invalid provision from an economic perspective. The same principle applies in the event of any loophole in the contract.