

General Terms and Conditions of Purchase of Electrical and Electronic Equipment Waste Components

I. General provisions

1. These General Terms and Conditions of Purchase of Electrical and Electronic Equipment Waste Components (hereinafter referred to as the General Terms and Conditions of Purchase) are applicable to transactions of the purchase from Sellers of items derived from waste electrical and electronic equipment, in the form of: electronic circuit boards referred to in item 3 below, and RAMs, made in the territory of Poland and the European Union by MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami spółka komandytowa with its registered office in Micigózd, ul. Wrzosowa 60, Piekoszów 26-065, Poland entered in the Register of Entrepreneurs of the National Court Register, kept by the District Court in Kielce under KRS No. 0000533700, Tax Identification Number (NIP) 6572691847 and National Business Registry Number (REGON) 260078130 (hereinafter referred to as MB Recycling).
2. The Sellers shall be understood as natural persons conducting business activity, legal persons, organisational units which are not legal persons and which are granted legal capacity by the Act.
3. Electronic circuit boards subject to purchase transactions are classified according to their source of origin, materials used, components present, appearance, condition and are divided into the following groups:
 - a) Class A electronic circuit boards – these are computer motherboards from desktop devices and laptops, and servers.
 - b) . Electronic circuit boards of this grade delivered to MB Recycling should be cleaned of batteries, aluminum cooler, plastic processor mounts and steel components.
 - c) Class C electronic circuit boards – these are electronic circuit boards from television sets and monitors. Electronic circuit boards of this class delivered to MB Recycling should be without steel frame, delivered not crushed, in homogeneous, unground form.
 - d) Class K electronic circuit boards – these are graphics boards, sound boards, network boards, etc. Electronic circuit boards of this class delivered to MB Recycling should be cleaned of steel and aluminum components.
 - e) Boards from keyboard mobile phones – electronic circuit boards of this group delivered to MB Recycling should not contain steel, aluminum or plastic parts, etc.
 - f) RAMs – electronic circuit boards of this group delivered to MB Recycling should not contain steel or aluminum components.
 - g) Power Supplies Server – should not contain batteries.
4. Electronic circuit boards and RAMs being the subject of the purchase transaction shall be the property of the Seller and shall be free from legal defects, shall not be encumbered with third parties' rights and shall come from legal sources.
5. Supplies containing electronic circuit boards and RAMs respectively will be free of batteries, hazardous waste, explosive, radioactive materials, and sealed containers. Detection of contamination by MB Recycling will be grounds for refusal of the entire delivery and its return at the Seller's expense.
6. Unless the Parties have agreed otherwise in the content of the Order, the provisions of the General Terms and Conditions of Purchase are directly applicable to the Orders signed by MB Recycling and the Seller, and bind the Parties in the wording specified herein.
7. The content of the Order and the General Terms Conditions of Purchase constitute the entire agreement on the purchase transaction concluded between MB Recycling and the Seller and shall prevail over any negotiations conducted, general terms and conditions of business submitted by the Seller, opinions, regulations, as well as arrangements made in this respect orally, in writing and

via e-mail, text messages made available via mobile phones, including text messages sent through instant messengers.

8. No terms and conditions of purchase of the electronic circuit board and RAMs regardless of the form and manner in which they are adopted and communicated, other than those set out in the General Terms and Conditions of Purchase and in the Order, shall apply to MB Recycling unless expressly confirmed by MB Recycling in writing.
9. The General Terms and Conditions of Purchase form an integral part of the Order as an appendix thereto. The General Terms and Conditions of Purchase do not require a separate declaration of intent by the Parties in order to be effective. In the event that the General Terms and Conditions of Purchase are not attached to the Order, the Parties are bound by the General Terms and Conditions of Purchase in the version in force on the date of conclusion of the Order, on the MB Recycling website: www.mbrecycling.pl
10. If the provisions of the General Terms and Conditions of Purchase contradict the content of the Order, the provisions of the Order shall take precedence over the provisions of the General Terms and Conditions of Purchase.
11. Contrary to the provisions of the General Terms and Conditions of Purchase and the content of the Order, the rules and conditions of sale of the purchase of electronic boards or RAMs contained in the documents issued or made available by the Seller, shall not be binding for MB Recycling, even if they have not been rejected or challenged by MB Recycling.

II. Order

1. The Parties to the contract shall negotiate the terms and conditions of the purchase of an electronic boards or RAMs respectively.
2. Confirmation of the conclusion of the contract by the Parties is the content of the Order signed by the Parties, which defines the basic principles of cooperation: with regard to the subject matter of the transaction, price, delivery conditions, and payment deadline. The provisions of the Order reflect the arrangements previously made by the Parties.
3. The basis for the purchase transaction of electronic boards or RAMs respectively is the Order document signed by both Parties to the transaction, which is constitutes a contract. The Order document is concluded in writing.
4. Each time MB Recycling shall send to the Seller via e-mail signed Order containing previously agreed terms and conditions of purchase by MB Recycling of electronic boards or RAMs, respectively.
5. The Seller is obliged, not later than 3 days from the date of delivery via e-mail of the content of the Order unilaterally signed by MB Recycling, to deliver to MB Recycling a copy of the Order signed by the Seller via e-mail. The ineffective expiry of the period referred to in the previous sentence means that the Seller has resigned from cooperation and is not entitled to any claims for the performance of the contract against MB Recycling.
6. Should circumstances so require, the performance of the purchase transaction of the electronic circuit boards or the RAMs, as the case may be, shall be conditional upon the Parties signing a contract, in accordance with Article 18(2) of Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste, which shall be concluded no later than 2 days before the date when the shipment of the electronic boards or RAMs is supposed to commence. The provisions of points 4 and 5 above shall apply accordingly.
7. Depending on the content of the Order, the contract shall be deemed concluded as of the date of the last of the signatures of the Parties to the purchase transaction, in which the Parties shall indicate the date of signing. In the absence of an indication of the date of signing by one of the Parties, the date indicated by the other Party in the text of the Order shall be considered the date of conclusion of the contract.

III. Payment terms, invoicing

1. The prices specified in the Order include all taxes, margins, insurances and any other costs incurred by the Seller.
2. Unless otherwise indicated in the Order, the price shall also include the costs of transport of the electronic boards or RAMs to the place specified in the Order. The price is set on the delivery terms of the DDP Destination, according to Incoterms 2020.
3. After the delivery has been made and verified by MB Recycling, the Seller shall be entitled to issue a VAT invoice.
4. VAT invoices should, depending on their content, include the number and date of the Order and its abbreviated subject matter or the date of the Order.
5. The price shall be payable on the basis of a correctly issued invoice by the Seller after the following conditions have been met (1) MB Recycling's receipt of the subject matter of purchase, and (2) MB Recycling's inspection of the subject matter of purchase without reservations, in particular with regard to its condition and quality. In the event that MB Recycling raises objections regarding the subject matter of purchase, which will be acknowledged by the Seller, a new price for such delivery and its payment date shall be determined by a separate agreement between the Parties.
6. The basis for the invoice issued by the Seller is the Input Ticket document and, entry in the waste database Sent system. The Input Ticket document will be sent to the Seller via e-mail no later than 3 days after receipt of the delivery.
7. The price includes due VAT at the rate compliant with the applicable regulations.
8. Payments arising from correctly issued invoices accompanied by a set of documents, i.e. Input Ticket and approved in the waste database Sent system, unless the transaction takes place in accordance with the provisions of Article 18 of Regulation (EC) No. 1013/2006 of 14 June 2006 on shipments of waste, shall be payable within the time limit indicated in the Order, counting from the day of delivery of a correctly issued invoice, subject to item 9 below.
9. Payment for the delivered subject matter of purchase will be made by MB Recycling by bank transfer on the first Thursday following the payment date established in accordance with item 8 above. If that day falls on a public holiday, the due date shall be the first following working day. Public holidays shall be deemed to be holidays as defined in the Act on Public Holidays of 18 January 1951, as well as Saturdays and Sundays, and in the case of the declaration of an epidemic emergency or a state of epidemics, a public holiday shall also be a day defined by the Prime Minister, by way of a regulation. By signing the Order, the Seller accepts a rigid transfer schedule, and payment made in this way does not constitute grounds for the Seller to charge interest for late payment.
10. The date of payment shall be the date on which MB Recycling's bank account is debited.
11. Payment of the price will be made by transfer to the account indicated on the Seller's invoice.
12. The Seller shall send invoices in electronic form to the following e-mail address: faktry@elektrycznesmieci.pl to which MB Recycling agrees, according to the content of art.106n item 1 of the Act of 11 March 2004 on Tax on Goods and Services. The receipt of the email on MB Recycling's server is considered as delivery of the invoice.
13. In the case of Sellers with a registered office in Poland, the Seller shall be obliged to indicate on the VAT invoice the account number disclosed in the list of entities registered as VAT payers, not registered and deleted and reinstated in the VAT register kept by the Head of the National Fiscal Administration (hereinafter referred to as the White List).
14. In the event of a discrepancy between the account indicated on the invoice and the account indicated on the White List, MB Recycling shall be entitled to make payment to the account indicated on the White List as the Seller's account.
15. Payment to the account indicated on the White List as the Seller's account shall result in the termination of MB Recycling's obligation towards the Seller.
16. In the absence of disclosure of the Seller's bank account on the White List, MB Recycling will be entitled to pay the remuneration to the account indicated on the invoice, however, with simultaneous

fulfillment of obligations arising from the provisions of law, including notification of penal and tax administration authorities.

17. Transfer of all or part of rights and/or obligations resulting from the Order by the Seller to a third party, including transfer of receivables resulting from the Order to a third party, requires consent of MB Recycling, granted in writing under pain of nullity.
18. If the Seller received an advance payment for the price and the transaction was not completed regardless of the reason, the Seller shall be obliged to return the advance payment no later than 7 days from the day of receiving a request from MB Recycling in this regard.

IV. Delivery, transport and date of delivery

1. The Seller shall be obliged to carry out deliveries of electronic circuit boards or RAMs in accordance with applicable regulations and the content of the Order signed by the Parties.
2. The electronic circuit boards or RAMs shall be delivered to the place specified in the Order, at the Seller's expense, unless the Order expressly states otherwise.
3. Collection by MB Recycling of purchased electronic circuit boards or RAMs will take place during the operating hours of MB Recycling, on working days from Monday to Friday, with the exception of public holidays, from 7 am to 3 pm.
MB Recycling shall not be liable for damage to the means of transport used for the delivery of the subject matter of purchase, which occurred during unloading for reasons attributable to the Seller or a third party used by the Seller, in particular as a result of incorrect loading and positioning of the subject matter of purchase. Furthermore, MB Recycling shall not be liable for any damage or faults caused by the movement of the means of transport on the premises of MB Recycling.
4. The Seller shall be obliged in each case, prior to the planned delivery date of the electronic circuit boards or RAMs to be purchased, to announce the delivery via e-mail at least 2 days before the planned delivery date. The notification will contain information on the quantity, the type of electronic boards or RAMs, the delivery date and the planned delivery time.
5. The final weight and quality class of the electronic circuit boards and RAMs supplied by the Seller will be determined based on the weight and class indicated by MB Recycling. MB Recycling undertakes to inform the Seller via e-mail about the weight of the received subject matter of purchase, no later than 3 days from the day of weighing. The fulfillment of the obligation to provide information on weight by MB Recycling is understood as indication of the weight on the Input Ticket document, and in the waste database Sent system, i.e. in the database on products, packaging and waste management.
6. The weight of electronic circuit boards or RAMs being the subject matter of the purchase transaction is determined by legalized measuring equipment located at the premises of MB Recycling.
7. Deliveries of electronic circuit boards or RAMs that take place exclusively in Poland will be documented by means of (1) a stock issue confirmation (CI) document, which should contain the quantity, type, including class, and (2) a waste receipt note issued in the waste database Sent system. If the delivery is made from a country other than Poland, each delivery should be accompanied by, apart from the stock issue confirmation (CI) document, a document specified in Annex VII to Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste.
8. MB Recycling allows for the delivery of electronic circuit boards or RAMs with a tolerance of +/- 1% of the quantity specified in the Order.
9. The date of delivery shall be specified in the Order and shall mean the date of delivery of the electronic circuit boards and RAMs respectively to the place of delivery indicated in the Order.
10. If the delivery date is endangered, the Seller is obliged to inform MB Recycling in writing or by e-mail of the expected delay period and the reasons for its occurrence.
11. In the event of non-performance or delayed delivery by the Seller, MB Recycling may impose on the Seller a contractual penalty in the amount of 7% of the Order value.
12. The ownership of the electronic circuit boards or RAMs respectively subject to purchase shall pass to

MB Recycling upon MB Recycling's acceptance of the electronic circuit boards or RAM respectively without reservation. If MB Recycling makes reservations concerning the subject matter of the purchase and the Seller acknowledges such reservations, the ownership right shall pass to MB Recycling as of the date on which the Parties agree on a new price for the questioned subject matter of the purchase.

13. If the Seller fails to perform or improperly performs the provisions of the Order, in particular supplies electronic circuit boards or RAMs inconsistent with the contents of the Order, MB Recycling is entitled, within 30 days from discovery of the breach, to withdraw from the Order in whole or in part, with effect for the future.
14. Notwithstanding the above entitlement, MB Recycling has the right to terminate the Order with immediate effect in the event of a justified suspicion that the Seller will not be able to properly fulfill its contractual obligations, the content of which is specified in the Order.

V. Verification of delivery

1. Each time on the date of delivery and no later than within 2 days from the date of delivery by the Seller of the electronic circuit boards or RAMs respectively, MB Recycling shall be entitled to verify the purchase, in particular its appearance, content, quantity, quality, condition, and manner of preparation for transport.
2. In the event when the verification referred to in item 1 above, conducted by MB Recycling, shows that the subject matter of the delivery does not meet the requirements, parameters specified in the Order, in particular in terms of type or quality or condition, MB Recycling shall submit to the Seller, not later than within 3 days from the date of the verification via e-mail, a written protocol in which it shall indicate the irregularities found, also making photos of the delivered electronic circuit boards or RAMs and their form accessible to the Seller .
3. The Seller is entitled to personally inspect the questioned delivery within 7 days from the date of sending a scan of the verification protocol by MB Recycling via e-mail .
4. In the event that within 3 days from the date of sending by MB Recycling of a protocol documenting the irregularities MB Recycling and the Seller fail to agree on a new price for the questioned delivery, the Seller shall be obliged to collect the questioned delivery at his own expense, no later than within 7 days from the last day on which the Parties should agree on a new price for the questioned delivery.
5. In case of delay by the Seller in receipt of delivery of electronic circuit boards or RAMs, respectively questioned by MB Recycling, MB Recycling is entitled to impose on the Seller a contractual penalty in the amount of 70 EUR for each day of delay. If the Seller delays the acceptance of the questioned delivery by more than 14 days, the Seller shall be deemed to have surrendered the ownership of the questioned electronic circuit boards or RAMs to MB Recycling without remuneration. In this case, MB Recycling shall be entitled to manage the supplied circuit boards or RAMs at its own expense, and any proceeds from the management obtained by MB Recycling shall be the property of MB Recycling.
6. The basis for issuing a VAT invoice by the Seller shall be a Input Ticket document and an entry in the waste database Sent system, unless the transaction takes place in accordance with the provisions of Article 18 of Regulation (EC) No. 1013/2006 of 14 June 2006 on shipments of waste. The Input Ticket document will be sent by MB Recycling to the Seller via e-mail not later than 3 days from the day of delivery receipt.

VI. Confidentiality

1. Any and all information obtained by the Seller in the course of negotiations and in connection with execution of the Order, in particular commercial, technical and organisational information, data contained in Annex VII to Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste, data concerning clients of MB Recycling, know-how and procedures constitute Confidential Information and will not be made available to third parties.
2. The following types of information shall not constitute Confidential Information:

- a) information known to the Seller prior to their receipt from MB Recycling, and its disclosure does not constitute a breach of any law or any contractual obligation by the Seller or any third party who disclosed this information to the Seller;
 - b) information publicly available prior to receiving it from MB Recycling or that has been publicly disclosed by a third party, provided that the disclosure of this information by the third party was made without breaching any legal obligation of confidentiality or contractual obligations.
3. Confidential information shall only be disclosed by the Seller:
- a) to persons for whom such information is necessary for the performance of activities undertaken in connection with the Order execution and exclusively for the purpose of such activities,
 - b) to entities entitled to receive Confidential Information on the basis of applicable law (including in cases where the obligation to disclose is based on a mandatory provision of law, a court ruling or a decision of another authorized authority).
4. The Seller undertakes:
- a) to use Confidential Information only to the extent required for the performance of activities undertaken in connection with the Order,
 - b) not to copy or reproduce Confidential Information except to the extent necessary for Order execution,
 - c) except as otherwise provided in these General Terms and Conditions of Purchase, not to disclose Confidential Information to any third party,
 - d) to safeguard Confidential Information against unauthorized access by third parties in a manner that ensures the security of such information and provides appropriate protection against unauthorized disclosure, copying, use or abuse, to keep the Confidential Information confidential during the performance of the Contract and for a period of 2 years after its completion.

VII. Applicable law and jurisdiction

1. The Order and the General Terms and Conditions of Purchase shall be governed by and construed in accordance with the Polish law.
2. The application of the United Nations Convention on the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods is excluded.
3. The court competent to resolve any disputes between the Seller and MB Recycling shall be the common court of jurisdiction according to the registered office of MB Recycling.
4. If the Order is concluded in Polish or in English, the Polish version shall prevail.

VIII. Personal data

1. The Seller undertakes to provide its representatives and persons employed by it (irrespective of the legal basis of employment, e.g. civil law contracts), whose personal data will be disclosed to MB Recycling as the data controller in connection with the conclusion and execution of the Order, with information known to the Seller indicated in Article 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
2. In order to perform the obligation referred to in item 1 above, the Seller shall immediately, but not later than within 7 days from the date of conclusion of the Order, provide all persons referred to in item 1 with the information specified in Appendix No. 1 to the General Terms and Conditions of Purchase.

IX. Infringements

1. The Seller acknowledges and accepts that MB Recycling recognizes that any actions leading to the transfer of financial benefit in any form to employees, collaborators of MB Recycling or persons

associated with them, are treated by MB Recycling as violating the standards of fair business cooperation and, consequently, may constitute an independent basis for withdrawal from the Order in whole or in part.

2. The Seller guarantees and agrees that within the framework of the Order and any transaction related to the Order, none of its owners or other entities having financial interest in connection with the activities conducted by the Seller, directors, employees, as well as persons acting on its behalf and for its benefit, promises, offers or gives to achieve the intended purpose undue benefits (including, inter alia, valuable gifts), directly or indirectly, to any employees, associates, members of management of MB Recycling or their relatives or any other entities belonging to MB Recycling Group.
3. In the case of violation of the provisions of item 2 above by the Seller or a third party acting on its behalf or for its benefit, MB Recycling is entitled to withdraw from the whole or part of the Order within 3 days from the date of becoming aware of the infringement.

X. Final provisions

1. These General Terms and Conditions of Purchase may be unilaterally amended by MB Recycling at any time without giving any reason, however any amendments to the General Terms and Conditions of Purchase shall not be effective in relation to Orders already initiated by putting both the Seller's and MB Recycling's signatures under the content of the Order – provisions of the General Terms and Conditions of Purchase in force on the date of signing the Order by the Parties shall apply to such agreements.
2. The General Terms and Conditions of Purchase shall be effective from 01 January 2022.
Appendix 1 to the General Terms and Conditions of Purchase of Electrical and Electronic Equipment Waste Components. Information clausus of MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa

NECESSARY INFORMATION ON DATA PROCESSING FOR THE PARTY

1. In connection with the conclusion of the Order, MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa (hereinafter also referred to as the Controller) hereby provides information necessary to fulfill, on behalf of MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa, the information obligation towards the persons indicated (among others in the Order) to contact / execute the Order.
2. In connection with the conclusion of the Order with the Seller (i.e. a natural person conducting business activity, legal person, or organisational unit with whom the Controller establishes cooperation in the field of purchasing electronic circuit boards or RAMs and concludes an Order, which is a contract for this purpose), the controller of the data of persons indicated in the presentation of the parties and persons indicated for contact/execution of the Order is MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa with its registered office in Micigózd, ul. Wrzosowa 60, Piekoszów 26-065, Poland entered into the register of entrepreneurs kept by the District Court in Kielce, X Commercial Department of the National Court Register under KRS number: 0000533700, with Tax Identification Number (NIP): 657-26-91-847, National Business Registry Number (REGON): 2600781302.
3. MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa received the data of persons indicated in the presentation of the parties and persons indicated (e.g. in the content of the Order) for its execution or contact from the Seller. Data of the aforementioned persons (such as: name and surname, position, telephone number, e-mail address and in certain situations name of business activity) is processed by MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa for the legitimate purpose of the controller. Personal data will only be processed for the purpose of Order

execution concluded between its Parties, possibly for the defense or assertion of legal claims.

4. The provision of personal data to your representatives is a legal and contractual requirement. The consequence of failing to provide personal data is that the Order cannot be completed.
5. Your personal data will be processed by MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa during the term of the Order and after its completion in the period necessary for tax settlements or expiry of claims.
6. Personal data may be transferred to authorized bodies, including Tax Offices, in order to perform duties incumbent on MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa. Access to data on the basis of relevant contracts may also be provided to entities and their authorized employees, associates providing ICT solutions, as well as the entity and persons providing security services, auditing entities, entities providing postal, accounting and courier services, legal entities, including transport companies and other entities of MB Recycling Group spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa.
7. Data will not be transferred to third countries, i.e. outside the European Economic Area.
8. Your personal data will not be processed by automated means (including in the form of profiling) in such a way that any decision or other legal consequence could result from such automated processing or that your data would otherwise be substantially affected.
9. The person whose data is processed by the Controller has the right to request data access, their rectification, that is, correction, erasure or restriction of processing and to object to processing, as well as the right to data transfer. More information on data subjects' rights is available in Articles 12-23 of the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, the text of which can be found at: <https://eur-lex.europa.eu/legal-content/PL/TXT/?uri=CELEX%3A32016R0679>. In addition, you shall have the right to lodge a complaint to the supervisory authority, i.e. the President of the Office for Personal Data Protection – more information: <https://uodo.gov.pl/pl/83/155>