

## **EGA Leichtmetall GmbH's Delivery Terms for Aluminium Scrap/Pre-Alloys/Additive Metals for Remelting**

1. Deliveries are made free of charge to EGA Leichtmetall GmbH, unless otherwise agreed.
2. Deliveries must be made Monday through Friday between 7:00 a.m. and 1:00 p.m.
3. Delivery dates must be coordinated with the foundry.
4. If the material is to be tipped, it must be packaged or loose, max. 1.0 m long (any deviations must be agreed with EGA Leichtmetall GmbH prior to delivery), and loaded in two separate containers **(no semi-trailers, walking floors)**. Both containers are tipped by the tractor unit.
5. If the material is delivered packaged on pallets/square timbers, in big bags or other solid containers, it must be possible to unload it from the side with a forklift truck. **Dimensions:** max. 2-3 t/unit and 3.0 m long. Any deviations must be discussed with EGA Leichtmetall GmbH prior to delivery.
6. **Maximum permissible total weight including truck, chassis, and container: 40,000 kg on the entire German road network:** Trucks whose deliveries are not accepted due to the above-mentioned deviations may only leave the factory premises with a maximum total weight of 40 t.
7. The load must be secured in accordance with the applicable legal regulations (in particular § 22 StVO and the guidelines of VDI 2700 ff.). Suitable securing devices such as lashing straps, anti-slip mats, locking beams, or nets must be used for this purpose. The driver and freight forwarder are responsible for securing the load properly. Inadequately secured loads may result in the delivery being rejected and possible additional costs.
8. Unless otherwise agreed, the material thickness of unpressed scrap must be at least 2 mm.
9. Scrap with closed cavities will not be accepted.
10. Aluminum scrap must not be wet, oxidized, painted, oily, emulsified, or covered with snow, nor must it contain stones, iron parts, paper, plastic, or wood residues.
11. The lithium (Li) content of the scrap must not exceed 0.0005%.
12. Chips will only be accepted after prior assessment and consultation.
13. Various samples from each delivery will be analyzed, all of which must comply with the specifications. **Deviations from these regulations are possible with the prior consent of EGA Leichtmetall GmbH.**
14. **Suppliers are required to provide information on the proportion of pre-consumer and post-consumer scrap and on the status as "end-of-waste" material, if such information is available.**
15. The supplier confirms that the applicable waste regulations are complied with.
16. The supplier confirms that the aluminum scrap is free of any radioactive radiation above the level existing in the environment.
17. Please note your information obligations in accordance with Articles 31-33 of Regulation (EC) 1907/2006 ("REACH Regulation"), including the provision of the safety data sheet, if applicable.
18. The supplier confirms that the Conflict Minerals Regulation (EU) 2017/821 and the Dodd-Frank Act are complied with.
19. There are no licensing requirements under the Dual-Use Regulation 2021/821, the AWW, or any embargo regulation (in particular the Russia Embargo Regulation (EU) 833/2014, as amended) for the performance of the supply contract.
20. We and our suppliers confirm that we are not listed on the applicable sanctions lists (Consolidated list of persons, groups and entities subject to EU financial sanctions – CFSP) in their current versions.

21. By confirming these terms of delivery, the supplier also accepts the EGA Leichtmetall GmbH Code of Conduct. This code requires compliance with standards for the protection of human rights, environmental protection, and fair competition. EGA Leichtmetall GmbH expects all business partners to comply with these principles. The Code of Conduct is referenced with every order and is sent along with these terms of delivery in its current version for signature.
22. **Unless otherwise agreed, the delivery weight stated on the EGA Leichtmetall GmbH weighing card shall be decisive; in the case of alloying elements and additional metals, however, the supplier's net delivery weight shall apply, provided that it does not deviate by more than  $\pm 20$  kg from the EGA Leichtmetall GmbH weighing card.**
23. The supplier is obliged to take back all packaging belonging to the delivery (pallets, big bags, square timbers, other transport aids) at its own expense and to recycle or dispose of it properly, unless expressly agreed otherwise.
24. The metal purchase number (order number 45xxxxxxx) must be visible on the delivery documents. You must indicate your commodity code number on the invoice at the latest.
25. The supplier confirms that it grants EGA Leichtmetall GmbH, its customers, and regulatory authorities access to the relevant areas of all facilities and to the corresponding documented information at every level of the supply chain for the goods ordered.
26. EGA Leichtmetall GmbH shall be informed immediately if circumstances change in such a way that the above statements are no longer applicable.
27. It is agreed that EGA Leichtmetall GmbH will store data for export control purposes. Both the supplier and EGA Leichtmetall GmbH undertake to process and store all personal data transmitted in accordance with the General Data Protection Regulation (GDPR, EU 2016/679). For further information, please refer to the privacy policy on our homepage.
28. In addition to these terms of delivery, the General Terms and Conditions (GTC) of EGA Leichtmetall GmbH in their current version shall apply, unless otherwise agreed in writing. The GTC are available at <https://www.leichtmetall.eu/de/downloads/pdfs> or will be provided in writing upon request.
29. The supplier is liable for all damages resulting from a faulty delivery, in particular in the event of deviations from the agreed material quality, contamination, mixing, or non-compliance with the specified requirements; this also applies to consequential damages resulting from production downtimes or increased sorting costs.
30. In the event of violations of essential delivery conditions – in particular in the case of uncoordinated delivery dates, inadmissible material properties or delivery outside the specified time windows – EGA Leichtmetall GmbH reserves the right to claim reasonable compensation, the amount of which shall be based on the additional expense incurred and the economic consequences.

Sincerely,  
EGA Leichtmetall GmbH

**Delivery terms accepted:**

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Date, signature, stamp