

These General Terms and Conditions (GTC) govern the business relationships of LIBREC AG ("LIBREC") with its customers in the industrial handling of lithium-ion batteries, battery-containing systems and battery waste. LIBREC operates a specialized recycling plant for the safe storage, unloading, disassembly, treatment and recycling of energy-rich and safety-relevant materials.

## 1. Scope of application

- 1.1 These GTC apply to all contractually agreed services of LIBREC AG towards its customers, in particular in connection with the collection, transport, storage, analysis, discharge, dismantling, initial treatment, material recycling as well as recovery and marketing of raw materials from lithium-ion batteries and battery waste.
- 1.2 The GTC apply regardless of whether the materials handed over are legally or contractually designated as waste, recyclable materials, secondary raw materials or products.
- 1.3 Conflicting, deviating or supplementary general terms and conditions of the customer do not become part of the contract, even if LIBREC performs services without reservation or if the customer's general terms and conditions are subsequently submitted to those of LIBREC. Deviations from these T&Cs shall only apply if LIBREC expressly agrees to them in writing.

## 2. Subject of the contract

- 2.1 LIBREC provides services in particular in the field of recycling lithium-ion batteries (including packs, modules and cells) as well as battery waste and in particular in the collection, logistics, storage, analysis, discharging, disassembly, initial treatment, material recycling and recovery/marketing of raw materials.
- 2.2 The type and scope of the services result exclusively from written offers from LIBREC, order confirmations or framework agreements.

## 3. Contract conclusion

Offers issued by LIBREC shall be non-binding unless expressly designated as binding. A contract is concluded with written order confirmation or with the start of the service provision by LIBREC.

## 4. Liability of the customer for dangerous goods

- 4.1 The customer is solely responsible for the correct classification, declaration and description of the materials, in particular with regard to chemistry, ADR/hazardousness, packaging, state of charge, origin and transportability.
- 4.2 The customer is liable without limitation for all direct and indirect damages, additional costs, production interruptions or official measures as a result of incorrect, incomplete or misleading information.

## 5. Rights of review, analysis, and rejection

LIBREC is entitled to test materials for safety, technology or chemistry at the customer's expense or to demand analysis from the customer at any time. In the event of significant deviations or increased risks, LIBREC is entitled to refuse acceptance, to temporarily store materials for a fee, to offer the contractual service at changed conditions or to carry out professional handling or disposal at the customer's expense.

## 6. Prices, additional expenses and payment

- 6.1 Prices are net in CHF excl. VAT.
- 6.2 Additional expenses (including waiting times, incorrect trips, special treatment, analyses, safety measures) will be charged separately.
- 6.3 Invoices are payable within 30 days. Default interest in the event of late payment: 5% p.a. plus collection and debt collection costs.

## **7. Price adjustment**

LIBREC is entitled to adjust prices, in particular if material cost factors (in particular raw material prices, energy, transport, disposal, regulatory requirements) change after the conclusion of the contract.

## **8. Transfer of ownership and risk as well as exploitation rights**

- 8.1 If a transfer of ownership has been agreed, ownership and risk shall pass to LIBREC or its assistants upon handover.
- 8.2 LIBREC is entitled to process, recycle or dispose of materials and recovery products at its own industrial discretion.
- 8.3 All exploitation and usage rights are transferred to LIBREC – unless otherwise contractually agreed and permitted by law.

## **9. Liability of LIBREC AG**

- 9.1 LIBREC is only liable in the event of intent or gross negligence.
- 9.2 Liability by LIBREC for indirect damages, consequential damages, production losses or loss of profit is excluded to the extent permitted by law.

## **10. Offsetting and Right of Retention**

Offsetting or retention by the customer is only permissible in the case of counterclaims that have been legally established or recognized in writing.

## **11. Subcontractor**

LIBREC is entitled to call in auxiliary persons and subcontractors.

## **12. Force Majeure**

Events beyond LIBREC's sphere of influence, which make the provision of services impossible or unreasonable for LIBREC, in particular circumstances caused by security or authorities, release LIBREC from the obligation to perform for the duration and scope. Any resulting claims for damages against LIBREC are excluded.

## **13. Confidentiality and data protection**

Both parties undertake to maintain confidentiality. Data processing is carried out in accordance with the provisions of Swiss data protection law and the European General Data Protection Regulation, where applicable.

## **14. Applicable law and jurisdiction**

Only substantive Swiss law applies to the exclusion of the CISG. The courts of LIBREC's registered office have exclusive jurisdiction.

## **15. Final provisions**

Changes must be made in writing. The invalidity of individual provisions does not affect the validity of the remaining provisions.