

General Terms of Use

SECONTRADE

Version 3.0, September 2018

A. Preamble

1. General Remarks

- 1.1. Secontrade GmbH (in the following referred to as “Secontrade“) operates an online Auction Platform under the name of “SECONTRADE” at the address www.secontrade.com (in the following referred to as the “Platform“). As registered Platform Users, companies/entrepreneurs (the “Vendors“) are provided with an opportunity to offer other registered Users secondary raw materials (i.e., raw materials obtained from recycling) in the framework of an auction, and these other Users (Bidders) can submit an adequate offer to the Vendors. Awards are granted either automatically via the Platform or by means of a specific order confirmation of the Vendor (in the following, the Vendors and the Bidders are jointly referred to as “Users“). Secontrade’s role is restricted to the provision of the technical and organizational framework conditions for the said auctions.
- 1.2. These General Terms of Use (in the following referred to as “**Terms of Use**“) shall apply for all Platform Users. Any provisions deviating from or supplementing these Terms of Use – in particular any General Terms and Conditions of the Vendors or Bidders - shall not constitute part of the contract in connection with the use of the Platform. Participation in the Platform as Users shall be limited to entrepreneurs in the meaning of Article 1, Austrian Companies Code (§ 1 Unternehmensgesetzbuch).
- 1.3. The version of the Terms of Use valid at the time of creation of a new Platform account shall be the relevant version, and Secontrade shall conclude an auction at these relevant Terms of Use only.
- 1.4. Secontrade shall be entitled to revise the Terms of Use of the Platform at any time. Users will be informed of such revisions online, via their User account, when they first access the Platform after the revision or in another suitable electronic form. The change shall become an integral part of the contract unless a User objects to the integration in the contractual relationship by sending Secontrade a message in written or text form within four weeks from the receipt of the change notification. In the event of such an objection against the change within the notice period, the User Agreement shall be terminated automatically as of the time when Secontrade receives the objection, and the User account will be closed, taking current offers into account.

2. Scope of Services

- 2.1. A User Agreement defining the specific terms and conditions of use of the Platform will be concluded between Secontrade and the User in line with the present Terms of Use.

- 2.2. The User Agreement will be concluded through the complete creation of a User account on the Platform in accordance with Clauses 3. and 8. of the present Terms of Use.
- 2.3. By concluding the User Agreement, the Vendor and the Bidder both independently commission Secontrade with the provision of the technical and organizational services for this Platform, in line with the specifications in the Rider “How it works”. However, Secontrade shall not be commissioned with the preparation, performance and execution of individual auctions by a User, and more particularly, the Vendor shall be solely responsible for the description and for setting the time of the auction as well as for the selection of the suitable Bidders. At the same time, Secontrade shall be granting the User a time-limited, non-exclusive right for using the storage place on the Platform provided by Secontrade.

B. Posting and Auctioning on the Platform as User

3. Creation of a User Account

- 3.1. The services of the Platform can only be used after creation of a User account. After acceptance of the Terms of Use on the Platform, Users can register as Vendors by creating a personal User account.
- 3.2. To create a User account, the Vendor shall perform the following steps:
 - 3.2.1. Press the “Login” button and select the heading “Register Now” which then appears. Subsequently, to successfully create a complete User account, the Vendor must provide certain personal master data for the use of the Platform (especially the salutation, designation/company name of the Vendor, VAT number, name of the responsible person, e-mail address, postal address, certificate of competency as vendor, a password comprising at least 8 characters and confirmation of the password). In addition, the User must confirm acknowledgement of the Terms of Use and confirm his acceptance of the creation of a User account in application of the Terms of Use. As a final step, the User must press the “Account Creation” button. The Vendor may change the master data at any stage of the process or abort the creation of the User account without any intervention of Secontrade.
 - 3.2.2. User accounts may be established only by entrepreneurs holding the relevant authorizations for the performance of the supplies and services under the laws of their country of origin. Vendors shall have to provide proofs of their seller capacity by uploading the relevant documents (e.g. official notifications, official confirmations of registration, approval certificates) to allow Bidders to verify their seller capacity. Secontrade shall be entitled but not obliged to verify whether the Vendor’s information is correct and to ask for further documents and information if need be. The responsibility to check the seller capacity shall rest solely with the Bidder, therefore Secontrade cannot be held liable for the accuracy of the purported seller capacity or the completeness or accuracy of the evidence.
- 3.3. After successful first registration, the Vendor will be sent an e-mail to the address indicated to allow verification of the e-mail address. Secontrade will then activate the User account if the e-

mail address is active. The Vendor will be notified in a further e-mail, which includes the link to the login screen. By clicking on this link, Bidders can complete the data of their User account.

- 3.4. The User Agreement shall be deemed to have been validly concluded upon complete creation of the User account between Secontrade and the Vendor. No Vendor shall have a legal claim to the creation of a User account or the use of the Platform. Secontrade may at any time decline the creation of a User account and the execution of an auction by means of the User account and to block the User account - also temporarily – or restrict certain functions. Vendors will be e-mailed about such a measure.
- 3.5. The User account and the rights connected with it shall not be transferable except with Secontrade's consent. Vendors are only entitled to use their User account personally or through responsible persons. The responsible person and his/her deputy, if such a person has been appointed, shall be named as person or persons in charge in the course of the creation of the User account. Depending on the requirements of the platform several responsible persons (including their deputy or deputies) can be named per site. If the responsible person is replaced, the Vendor shall have to inform Secontrade of this occurrence and name the new responsible person at the same time. Secontrade shall assume that any actions taken and declarations made with a certain Vendor's password were taken and made by the Vendor, unless a notification to the contrary has been forwarded. Vendors shall be held responsible for all processes handled via the User account, even if these have not been approved either implicitly or explicitly. Vendors shall be under the obligation to inform Secontrade immediately of any unauthorized use of the User account.
- 3.6. For any subsequent access to the previously created User account, an authentication process must be performed by typing the User name and the password. Vendors are under the obligation to keep the User name and the password secret. In particular, the User name and the password must be stored with the appropriate care so that these data cannot be accessed by third parties.

4. Calling for Bids for an Auctioned Item

- 4.1. Following the successful creation of a User account, Vendors can call for bids for auctioned items on the Platform (in the following referred to as "**auctioned items**"). In the selection of the format, Vendors shall have to adapt their entries for the auction to the technical specificities of the Platform. Therefore, the auction must be designed according to the framework determined by the structure, categorization and composition of the Platform. The presentation of the auctioned item shall be the responsibility of the Vendor concerned. On principle, Vendors are free to remove or replace the auction at their discretion at any time until the award, acting in their own responsibility vis-à-vis the Bidders.

- 4.2. When posting the auctioned item and launching the auction, Vendors must decide whether the auction is to take place via automated award through the Platform or in a manual process, i.e. by Vendor's own intervention (see also Clause 11.1.).
- 4.3. The rights and duties vis-à-vis the Bidders resulting from an auction, and the rights and duties resulting from a contract concluded following an award shall be governed by the General Terms and Conditions of the Vendor or any other individual agreement between the Vendor and the Bidder.

5. Duties Involved in the Performance of the Auction

- 5.1. Vendors shall be responsible for the completeness, correctness and legal conformity of the contents of the auction and be liable for the quality of the auctioned item according to the offer and for proper handling of the auction in the framework of the auction and the pre-contractual obligations. This applies to the (pre-)contractual mandatory information, description of the offer, duty to provide imprint data and all other contractual or legal obligations.
- 5.2. Vendors using the Platform must safeguard the rights of third parties in accordance with the legal stipulations and warrant that the contents used do not infringe any third-party rights of any kind. Above all, and if applicable, Vendors must have a right of use of third-party works to the required extent (e.g. product photos).
- 5.3. Vendors shall be obliged solely to verify the buyer capacity of Bidders, if required, and to themselves request the Bidders to send any additional documents for verification of that capacity. Secontrade shall not be liable for any misinformation regarding the buyer capacity at the time of the registration of the Bidder and in the further course of the auction.
- 5.4. Vendors shall also have to retrieve information required for evidence, bookkeeping or tax-related documentation directly from the Bidders and to store this in a medium independent of the Platform.

6. Other Vendor Duties

- 6.1. Vendors shall be obliged to comply with the present Terms of Use and to use the services provided only in accordance with these Terms of Use. Consequently, the Platform must not be used for advertising or other purposes beyond the purposes of the present Terms of Use.
- 6.2. Vendors must provide information truthfully and completely and keep it updated. Vendors may at any time retrieve, change or delete the information stored by them and the account posted in their respective User account. In addition, Vendors shall be obliged to delete any expired auctions that have remained inconclusive within two months after the end of the auction. Failure to delete such an expired auction within two months shall entitle Secontrade to strike out such auctions and all their contents on the Platform. Any auctions that were followed by an award will be struck out after one year from the most recent action being taken on the Platform in relation to the auction in question. Consequently, the Vendors shall themselves ensure that the data and information that the law or other provisions require them to store are filed in their

own systems in a suitable manner. If a Vendor commissions Secontrade with the preparation of reports on the auctions handled via his respective User account up to a certain date, Secontrade will store the information in relation to all auctions carried out during the validity of Vendors' registration or up to such time as Vendor requests that the information be deleted.

- 6.3. Vendors shall also take care that no harmful technologies and contents are used via their respective User accounts, causing damage or harassment for other Users, Secontrade or third parties or leading to excessive strain on the Platform or the publication of other contents jeopardizing the integrity, stability or availability of the Platform.
- 6.4. Vendors shall hold Secontrade harmless and indemnify it fully for any disadvantages from Vendors' auction processes and any other activities carried out via the Platform, e.g. the set-up of hyperlinks, publication of images of the auctioned item, especially with regard to Unfair Competition, Copyright, Media Rights and Compensation Rights Acts, and for defamation of character under civil law and/or for discretization (Article 1330 Austrian General Civil Code, § 1330 ABGB) and violation of pre-contractual protection and disclosure obligations or violation of contractual duties, including the cost of or other expenditure for, or arising in connection with, claims in court or out of court, whether of a civil law or penal law nature.
- 6.5. During the validity of the User Agreement, the Vendor shall hereby grant Secontrade a non-exclusive, gratuitous, worldwide and revocable licence to use, copy, process, publicly perform, transmit, make available and divulge trademarks and logos, images and texts (e.g. The General Terms and Conditions of the Vendor), which the Vendor has uploaded in the User account or in connection with an auction, as reference to and identification of the Vendor as Platform User and for the presentation of the auctioned items.

7. User Fee

- 7.1. Vendor undertakes to pay Secontrade a non-redeemable User fee for the registration, composed of the value of the accepted bid. The calculation basis shall thus be 0.7% of the value of the individual bid that was accepted via the Platform, either by way of an automated award or in the manual process. The User fee shall become due at the time of the award and is therefore independent of whether the sale actually takes place and at what price.
- 7.2. This User fee is calculated such that Secontrade sends a quarterly invoice (for each calendar quarter elapsed) on the basis of the total value of bids awarded during the previous calendar quarter. The invoice is sent to Vendor to the e-mail address indicated by him and shall be settled by a remittance within two weeks from the receipt to the account mentioned on the invoice. In the event of a delay in payment, default interest at the legal annual rate stipulated by Article § 456 of the Austrian Companies Code shall be payable.
- 7.3. The right of participation in the platform shall be conditional on the payment of the User fee. For the sake of clarity it is herewith stated that the User fee is not regarded as commission for the conclusion of a legal transaction but only in consideration of the services provided by Secontrade in connection with the auctions carried out via the Platform. The User fee is thus

payable independently of whether or not a transaction actually takes place. Only the award in an auction shall be relevant for the calculation.

C. Buying an Auctioned Item as Bidder on the Platform

8. Creation of a User Account

8.1. The services of the Platform can only be used after creation of a User account. After acceptance of the Terms of Use on the Platform, Users can register as Bidders by creating a personal User account. Bidders may use the Platform free of charge.

8.2. To create a User account, the Bidder shall perform the following steps:

8.2.1. Press the “Login” button and select the heading “Register Now” which then appears. Subsequently, to successfully create a complete User account, the Bidder must provide certain personal master data for the use of the Platform (especially the salutation, designation/company name of the Bidder, VAT number, name of the responsible person, e-mail address, postal address, certificate of competency as Bidder, a password comprising at least 8 characters and confirmation of the password). In addition, the User must confirm acknowledgement of the Terms of Use and confirm his acceptance of the creation of a User account in application of the Terms of Use. As a final step, the User must press the “Account Creation” button. The Bidder may change the master data at any stage of the process or abort the creation of the User account without any intervention of Secontrade.

8.2.2. User accounts may be established only by entrepreneurs holding the relevant authorizations for the performance of the supplies and services under the laws of their country of origin. Bidders shall have to provide proofs of their buyer capacity by uploading the relevant documents (e.g. official notifications, official confirmations of registration, approval certificates) to allow Vendors to verify their buyer capacity. Secontrade shall be entitled but not obliged to verify whether the Bidder’s information is correct and to ask for further documents and information if need be. The responsibility to check the buyer capacity shall rest solely with the Vendor, therefore Secontrade cannot be held liable for the accuracy of the purported buyer capacity or the completeness or accuracy of the evidence.

8.2.3. After successful first registration, the Bidder will be sent an e-mail to the address indicated to allow verification of the e-mail address. Secontrade will then activate the User account if the e-mail address is active. The Bidder will be notified in a further e-mail, which includes the link to the login screen. By clicking on this link, Bidders can complete the data of their User account.

8.3. The User Agreement shall be deemed to have been validly concluded upon complete creation of the User account between Secontrade and the Bidder. No Bidder shall have a legal claim to the creation of a User account or the use of the Platform. Secontrade may at any time decline the creation of a User account and participation in an auction by means of the User account and to block the User account - also temporarily – or restrict certain functions. The Bidders will be e-mailed about such a measure.

- 8.4. The User account and the rights connected with it shall not be transferable except with Secontrade's consent. Bidders are only entitled to use their User account personally or through responsible persons. The responsible person and his/her deputy, if such a person has been appointed, shall be named as person or persons in charge in the course of the creation of the User account. Depending on the requirements of the platform several responsible persons (including their deputy or deputies) can be named per site. If the responsible person is replaced, the Bidder shall have to inform Secontrade of this occurrence and name the new responsible person at the same time. Secontrade shall assume that any actions taken and declarations made with a certain Bidder's password were taken and made by the Bidder, unless a notification to the contrary has been forwarded. Bidders shall be held responsible for all processes handled via the User account, even if these have not been approved either implicitly or explicitly. Bidders shall be under the obligation to inform Secontrade immediately of any unauthorized use of the User account.
- 8.5. For any subsequent access to the previously created User account, an authentication process must be performed by typing the User name and the password. Bidders are under the obligation to keep the User name and the password secret. In particular, the User name and the password must be stored with the appropriate care so that these data cannot be accessed by third parties.

9. Bidders' Duties

- 9.1. Bidders shall be obliged to comply with the present Terms of Use and to use the services provided only in accordance with these Terms of Use. Consequently, the Platform must not be used for advertising or other purposes beyond the purposes of the present Terms of Use.
- 9.2. Bidders must provide information truthfully and completely and keep it updated. Bidders may at any time retrieve, change or delete the information stored and the account posted in their respective User account. In addition, Bidders shall be obliged to delete any expired bids that have remained inconclusive within two months after the end of the auction. Failure to delete such an expired bid within two months shall entitle Secontrade to strike out such bids and all relevant contents on the Platform. Any bids that were followed by an award will be struck out after one year from the most recent action being taken on the Platform in relation to the auction in question. Consequently, the Bidders shall themselves ensure that the data and information that the law or other provisions require them to store are filed in their own systems in a suitable manner. If the Bidder commissions Secontrade with the preparation of reports on the auctions handled via his respective User account up to a certain date, Secontrade will store the information in relation to all auctions carried out during the validity of Bidders' registration or up to such time as Bidders requests that the information be deleted.
- 9.3. Bidders shall also take care that no harmful technologies and contents are used via their respective User account, causing damage or harassment for other Users, Secontrade or third parties or leading to excessive strain on the Platform or the publication of other contents jeopardizing the integrity, stability or availability of the Platform.

9.4. Bidders shall keep Secontrade harmless and indemnify it fully for any disadvantages from Bidders' participation in the auction process and any other activities carried out via the Platform, especially with regard to Unfair Competition, Copyright, Media Right and Compensation Right Acts, and for defamation of character under civil law and/or for discretization (Article 1330 Austrian General Civil Code, § 1330 ABGB) and violation of pre-contractual protection and disclosure obligations or violation of contractual duties including the cost of or other expenditure for, or arising in connection with, claims in court or out of court, whether of a civil law or penal law nature.

D. Procedure Used for the Auction

10. Offering Process

10.1. By posting the auctioned item, the Vendor determines the starting price, the validity of the offer and other conditions of offering (e.g. purchase of partial quantities). For the sake of clarity it is stated that Vendors are entitled to withdraw their offer up to the time of the award and that no Bidder shall acquire a right of award by the mere fact of registration and participation in a specific auction.

10.2. Using the search function provided on the Platform under the heading "Trade", the Bidder can look for categories, materials, EWC number, country of offer, the Vendor and the quantity offered, and make a bid for the auctioned items. The detailed view of the auctioned items and the specific Vendors shall be accessible to the Bidders after the activation of a User account only. The Bidders may make a bid for the entire contract or for part of the auctioned item, but only if the Vendor permits this. The bid must be presented before the end of the last day of the tender period defined by the bidder via the Platform and the "Bid Now" button must have been pressed. The Bidder shall not receive a confirmation whether the submission of the Bid has been successful. If the tender period has already expired by the time the "Bid Now" button is pressed, this process is automatically barred. If at the time when the "Bid Now" button is pressed there is an interruption which lies in the sphere of Secontrade in accordance with Clause 13, and this occurs before the expiry of the tender period, the bid shall be considered retroactively as having been submitted in time at the end of the interruption.

11. Awarding

11.1. The Vendor shall be responsible for the selection of the procedure used for the auction, choosing between the procedure involving automated awarding by the Platform (except in the event of the purchase of partial quantities being permitted) and the manual procedure, in which the Vendor selects the Bidder individually:

11.1.1. If the awarding takes place automatically by the Platform, a conditional award will be adjudicated to the Bidder having submitted the highest bid, but with the proviso of the Vendor's confirmation, who shall be under no obligation to provide such a confirmation (best-bid procedure). Thus, the Vendor shall have to confirm the award to the Platform, or else the award shall not be deemed to have been granted. The award shall become final only after individual confirmation by the Vendor, which confirmation will be sent to the Bidder by

the Platform. Should the Vendor not grant the award to the highest bid which has been determined automatically, Vendor shall be obliged to offer the auctioned item in a new auction. In this procedure, a claim on the part of the Bidder against the Vendor shall not arise until after confirmation of the automated award by the Vendor. No claim against Secontrade to be granted an award or any other claim shall arise in the event that no award is granted.

- 11.1.2. If the awarding takes place by way of the manual procedure, there will be no automated determination of the highest bid and no obligation for a new call if the award is not granted for the highest bid. Rather, the legal transaction shall be concluded by the Vendor granting the award via the Platform and the Platform informing the Bidder of the award. Before this, there shall be no claim against the Vendor arising from the mere fact of the auction taking place on the Platform and the Bidder's participation in it. Especially, no claim against Secontrade to be granted an award or any other claim of any kind whatsoever shall be created.
- 11.2. When submitting a bid, the Bidder shall accept the General Terms and Conditions or any other of the Vendor's individual agreements by clicking on a checkbox which is separately displayed and then make his bid. Submission of a bid is acknowledged on the Platform by "Bid submitted" and the Bid is then filed in the "Bids" list together with a time stamp. With this list, the Bidder shall be able to make a print-out of the bids he has submitted in a summarized representation. For the sake of clarity, it cannot be inferred from the note "Bid submitted" that the bid reaches the Vendor in due time. The contract concerning the auctioned item is concluded exclusively between the Bidder and the Vendor, and Secontrade shall not be a party to that contract at any time.
- 11.3. Bidders shall not receive any information on the identity of their contenders or the auction data and bids of their contenders or on which of them was granted the award, either during the auction or after its closure. Bidders shall only be provided with information on the number of bids and on the place in which his bid for an auctioned item for which he has submitted a bid is ranked.
- 11.4. The tender period shall be automatically extended by the time during which access to the Platform is interrupted according to Clause 14.3., if these interruptions during the tender period last for 24 hours or more than 24 hours (one day). In the event of such an extension of the tender period, it shall not be possible to submit bids until the Platform has re-defined the end of the auction. Only then will it be possible to submit any offers. The updating process may take several hours.
- 11.5. If an award is granted, both Users shall be free to agree on a date for the collection of the item via the Platform.

E. Common Provisions

12. Validity of the User Agreement

- 12.1. The User Agreement shall be concluded for an indefinite period.

- 12.2. During the above-mentioned validity, the User shall be entitled to delete the registration and thereby terminate the User Agreement at any time. In this case, all auctions shall be deemed to have been automatically terminated. The Vendors/Bidders only shall have to take care that the currently ongoing auctions and bids and any required notifications to the Bidders concerning the end of the auction are handled properly.
- 12.3. In addition, Secontrade shall have the right to regularly terminate the User Agreement by giving seven working days' notice. In the event of termination, the User account will be deleted. Clause 12.2. shall apply to any ongoing auctions.
- 12.4. Secontrade shall have the right to terminate the User Agreement without prior notice and to immediately block the User account if there is reason to assume that the User concerned is not complying with the Terms of Use, is violating relevant laws and behaving contra bonos mores or otherwise behaving in a manner that is inappropriate for the Platform in respect of Secontrade or other Platform Users. In such an instance, Secontrade shall be entitled to delete all data, contents and information posted by the blocked User, and the latter shall have no right to claim any compensation from Secontrade under this title.
- 12.5. In the event of termination of the User Agreement, all data and documents from auctions of a User account will be terminated within two months from the end of the User Agreement, unless Secontrade is legally obliged to store these data and documents. Secontrade will inform the Vendor in due time, so that the Vendor can file all information himself. No information will be transferred to the Vendor or a third party on the request of the Vendor, except if a separate agreement is concluded and the cost thereby incurred is reimbursed by the Vendor.

13. Secontrade's Obligations

- 13.1. Secontrade shall only provide the infrastructure for carrying out the auctions and shall have no influence on the auctions or the performance of the auctions where the contents or any other aspects are concerned. In particular, Secontrade shall not be obliged to check the contents for compliance with the legal provisions before posting and publication. Secontrade shall have no influence on the organizational design, especially the determination of and compliance with the auction conditions, the auction process, and the arrangements, especially the pricing of the auctioned item or the Bidders' offers. The design and organization of the auction proceedings and especially the requirements for participation, the fixing of prices, termination of auctions, determination of notice periods and awarding shall be the entire responsibility of Vendors, while participation in an auction and the submission of bids shall be the responsibility of the Bidders only. Secontrade shall not be liable for any damage suffered by the Vendors or Bidders in connection with the use of this Platform due to the actions of the respective Users and through the auctions.
- 13.2. Whenever Secontrade learns of unlawful contents of auctions, these contents will be deleted immediately. Secontrade shall also have the right to remove or block Vendors' contents from/in an auction, if there are hints of the contents infringing prohibitions imposed by a court order or an authority, or infringing relevant laws or violating any bonos mores or the present Terms of Use or the provisions of individual agreements. This especially concerns a lack of seller/buyer capacity or reasonable doubt as to the validity of the proof of that capacity. The Vendor concerned will be informed of such a measure without delay. No claim for

compensation on the part of the Vendor shall be substantiated in this manner, and this shall not affect Secontrade's right to terminate the User Agreement and block the User account (Clause 12.4.).

- 13.3. Secontrade shall not have an active inspection obligation or the duty to carry out permanent research regarding the legality of the auctions and bids and compliance of the Users' behaviour with the present Terms of Use.

14. Provision of the Platform

- 14.1. Secontrade shall not assume any responsibility for uninterrupted availability of the Platform. Due to the character of the internet, the transfer times and transfer quality of information depend on its potential congestion. In addition, the current state of technology does not permit perfectly error-free development and operation of software, and to preclude any instability in connection with the internet. Furthermore, transmission errors may occur due to network and software overload, as well as modifications, maintenance and repair activities in respect of Secontrade's technical equipment. Communication network failures, server outages, power failures and other electronic or mechanical defects can also not be excluded.
- 14.2. Secontrade will make every effort to debug or repair defects of the Platform. Users acknowledge that Secontrade is providing the Platform as infrastructure for carrying out auctions without obligation on its part and subject to revocation at any time as a service provision. Users therefore shall not be entitled to claim a right of use and a right of operability of the Platform either generally or according to a certain state of the art. For all other aspects, Clause 15 of the present Terms of Use shall apply.
- 14.3. Secontrade shall have the right to temporarily limit or interrupt access to the Platform for major reasons, such as servicing and maintenance work, or if this is required on account of capacity limits, the safety or integrity of the servers or for the performance of other technical measures. There will be planned and announced maintenance windows on the Platform, during which certain functions will not be available. In such an instance, Secontrade shall, as far as possible, take Users' reasonable interests into account, e.g. by providing prior information. However, Secontrade shall not have to carry out certain maintenance activities and shall not warrant certain successful results. If the interruption lasts for just one day, Secontrade shall also be under no obligation to send prior information. Such a case shall also not lead to an extension of the tender period according to the above Clause 11.4.

15. Warranty, Liability, Damages

- 15.1. Secontrade shall not trade in the auctioned items offered on the Platform and not act as representative (the latter with the exception of the creation of the awarding), nor as agent or broker for the legal transactions concluded via the Platform. With regard to the automatically created conditional awarding, Secontrade shall act in the name and by order of the Vendor.
- 15.2. Secontrade shall not assume any responsibility and shall not be liable for the contents, accuracy, integrity, completeness or topicality of the auctions prepared by Vendors (including the availability of the auctioned goods) nor for the creation, contents, accuracy, completeness or topicality of the awarding or the compliance with any product designation obligations,

licensing regulations, information obligations or other requirements to which Vendors are bound regarding the sale of the auctioned goods in the applicable jurisdictions. Users must also be aware that it is not possible to actually authenticate the contracting parties in online transactions by feasible means and actual authentication therefore does not take place on the Platform. Each User shall therefore affirm the identity of his contracting partner. The risk of lacking authenticity of the contracting parties or misuse of the identity data shall rest solely with the User.

- 15.3. Secontrade shall not be liable for the conclusion or failed conclusion of a transaction with the Bidder initiated via the Platform, or for fulfilment or enforceability of such a transaction. Secontrade shall also not be liable for any auctioned items offered on the Platform, be that from warranty, guarantee or damages, product liability or other legal provisions, and shall not be obliged to obtain and pass on further information on the auctioned items. Each User shall act at his own risk.
- 15.4. Secontrade shall not verify the seller or buyer capacity. The Vendor and Bidder shall therefore be solely responsible for checking the proofs provided in the course of the participation in the auctions for accuracy and completeness. However, Secontrade shall be entitled to delete the User account of the Bidder or Vendor concerned in the event it becomes aware of a lack of the buyer or seller capacity.
- 15.5. The non-availability or limited availability of the Platform shall not bring about any liability on the part of Secontrade vis-à-vis Users or third parties for any cost, damage or other disadvantages arising therefrom, unless Secontrade has caused these intentionally or through its gross negligence.
- 15.6. Furthermore, Secontrade shall not assume any warranty for a special placement of the auctions within the structure of the Platform or a certain ranking of the auctions for search inquiries, neither via the Platform or search machines or other internet services. Secontrade shall also not warrant the success of the Platform or a certain number of accesses to the Platform or single auctions.
- 15.7. Generally, Secontrade shall not assume any liability other than for damage caused by intention or through gross negligence, and any further liability shall be expressly excluded. Liability for slight negligence, compensation for consequential damage and financial loss, indirect damage, loss of profit, loss of savings, loss caused by interruptions of operation, loss of interest and damage from third-party claims against Users shall be excluded. Secontrade shall especially not be liable for any damage caused to Users or third parties arising from the use of the Platform due to third parties gaining unauthorized knowledge or misuse of information by Users, or damage arising from the loss of User data and contents.
- 15.8. User asserts that he will hold Secontrade harmless and indemnify it for any claims asserted in or out of court by other Users or other third parties against Secontrade from any legal infringement in connection with the use of the Platform by the User.

16. Industrial Property Rights and Bid Data

- 16.1. The User shall be the author or otherwise the beneficial owner of the contents provided by him on the Platform. The User shall grant Secontrade a non-exclusive and gratuitous right of use of the copyrighted contents on the Platform, which right shall be limited in terms of time and content (especially texts, layouts, photos, but not mere bid data) and which shall mainly refer to the right of processing, divulgation, publication and public availability.
- 16.2. In the same vein, Secontrade shall retain all rights, including the exclusivity rights under the Copyright Act and other rights regarding the Platform. Users shall benefit from a temporary right of use of the functions and contents of the Platform foreseen in the Terms of Use, upon acceptance of the Terms of Use and according to the Terms of Use. No other rights regarding the Platform, its functions or contents will be granted.
- 16.3. Users shall not have the right to change the program code of the software of which the Platform consists and/or which represents parts of the Platform or to reverse engineer them, decompile or disassemble them or to determine the source code in another manner, and no right to create derivative works from the software.
- 16.4. Users shall be prohibited from using search machines, software or other tools, especially spiders, search robots, avatars or Intelligent Agents for searching and using the Platform in any other than the predefined form. The use of automatic systems or of a software for data extraction is also not permitted.
- 16.5. Users are aware that the right of Secontrade to use the auction data without limitation in an anonymized form (auctioned item, quantity, etc.) and to use them for statistical evaluations or other academic treatises, to link them to other data and to process them using statistical methods, or to make the result obtained from the Bid data available to third parties shall survive the deletion of the User account and the auctions on the Platform. Users shall have no right with regard to the information obtained in this manner.

17. Data Protection

- 17.1. Any personal data (i.e. information with which natural persons can be directly or indirectly identified, including the name, function in the company, address, e-mail address, telephone number, login data, web logs, IP address) will be processed by Secontrade in the event of the conclusion of a User Agreement for the purpose of fulfilling the respective contractual obligations, especially administration of the User account and invoicing of any fees, in compliance with the General Data Protection Regulation (DSGVO) and the Data Protection Act (Datenschutzgesetz). The storage and processing of certain data in the User account entered by the User himself is a service feature, and that is why these data are also stored up to the deletion of a User account. The personal data of the Users will additionally be used only for statistical or scientific purposes which are not aimed at person-related results (see also Clause 16.5.).
- 17.2. Secontrade shall use the personal data (first name, last name, Company name and e-mail address) in order to circulate the periodic newsletter if the User has given his consent and has not revoked this consent.

- 17.3. With the User's consent, Secontrade shall use the information provided by the User (e-mail address, IP address, weblogs) and information from the auctions with regard to the auctioned items, their price and quantity in order to create personalized User profiles by analysing and interpreting these data using statistical methods and enriching the known data with aggregated information from other data on other Vendors of secondary raw materials. These profiles will be used for obtaining findings on the Users' interests and to send them oriented advertisements and information, especially on the observer status for fractions. Users may withdraw this consent without stating reasons at any time with future effect, in writing, verbally or electronically without further cost for Secontrade. Any revocation of consent does not affect the lawfulness of the data processing prior to revocation.
- 17.4. Secontrade will process certain data from the auction of a Vendor after being commissioned to do so by the Vendor, and in doing so will use statistical methods, and evaluate auctions according to single criteria as requested, and in the following will summarise the results in reports. These reports and the other results from the survey will be placed at the Vendor's disposal in accordance with the commission. Secontrade will store these data for an appropriate time as is required to fulfil the duties resulting from the commission. At the end of the commission, Secontrade will delete the data and the results obtained. Secontrade's right according to Clause 16.5. shall remain unaffected.
- 17.5. At the address www.secontrade.com, Secontrade uses only the cookies that are absolutely necessary and in particular, does not use permanent cookies, and only those cookies that are absolutely required for the operation of the Platform. This includes technologies allowing Users to access the website, the Platform, the individual modules, applications and tools required for checking the functionality of the site, preventing fraud and improving security, or to enable Users to use stored search operations and similar functions. These cookies will be stored for such a time as is absolutely required for this service. They will not be used for associating the information collected with Users' personal data or to follow up on their surfing habits on other websites. Therefore, the data will not be evaluated. If a personal relationship is to be established with a User in individual cases, or other personal data are processed via cookies, the User concerned will be informed before next visiting the Platform and his consent will be obtained if this is legally required.

18. Final Clauses

- 18.1. Austrian Law shall apply, excluding the conflict of law rules. The United Nations Sales convention shall not be applicable. Any disputes arising directly or indirectly from the Terms of Use and the User Agreement shall be referred to the court having local competence for Secontrade. Secontrade shall be free to file an action against a User at the latter's place of jurisdiction. Language of the case is German.
- 18.2. If Secontrade does not claim any rights or entitlements under the present Terms of Use, this shall not constitute a waiver of the rights or entitlements.
- 18.3. It shall not be permissible to offset any User receivables against claims of Secontrade unless these receivables have not been contested and have been recognized by Secontrade or ascertained with legal effect.

- 18.4. No party shall be entitled to purport to represent the other party, to act in its name or to make any declarations, and none of them shall be liable for or committed by any representation and warranty, act or omission of the other party.
- 18.5. The assignments of any rights of Secontrade GmbH in connection with the operation of the Platform and the present Terms of Use to a fully-owned affiliate of Secontrade GmbH shall not be subject to the User's consent and shall be deemed to have been granted upon acceptance of these Terms of Use.
- 18.6. If any provision of the present Terms of Use is or becomes ineffective, the other provisions shall remain in full force and effect. Any ineffective provision shall be replaced by the Parties by a provision that is as close as possible to the ineffective provision both economically and usual in this line of business. The same shall apply to any lacunae in the Terms of Use.
- 18.7. The German version of the General Terms of Use is the authentic version. In the event of disputes, the German version of the General Terms of Use shall prevail.