

General Terms and Conditions

EasyscrApp

The **EasyscrApp** Portal (www.easyscrapp.com) is operated by Menegatti Steel, Inc. – 1679 South Dupont Highway, Suite 100, Dover, DE 19901 – USA, legally represented by Luigino Ivan Menegatti, General Manager.

EasyscrApp is a marketplace platform that commercial Dealers can use to promote and sell/buy their goods and services to/from other commercial Dealers.

The present General Terms and Conditions govern the contractual relations between **EasyscrApp** and the Dealers (*hereinafter referred to as: Dealers, Seller and Buyers*). Dealers as provided for in these General Terms and Conditions are exclusively entrepreneurs acting legally within the legal framework of their particular country, natural persons or legal entities or partnerships with legal personality acting in exercise of their trade, business or profession.

The offering of **EasyscrApp** to provide services via the marketplace platform is only directed at the aforementioned persons and entities.

Exclusively the following General Terms and Conditions as may be amended from time to time shall apply to the business relationship between **EasyscrApp** and the Dealer as well as between the Dealers. Deviating General Terms and Conditions of the Dealer shall not apply in relation to **EasyscrApp**.

1. **EasyscrApp**

EasyscrApp is a member-only portal developed to bring together the professionals actively operating in the recycling industry, regardless of their location.

The portal has been specifically designed to serve the needs of the following users:

- Recyclable metal, non-metal and plastics waste & scrap generators;
- Scrap metal and scrap plastics end-users and recycling facilities that process waste or secondary raw materials;
- Traders and facilitators;
- Freight forwarding companies and carriers, that offer logistics services (i.e. road transport, sea freight, rail transport, etc.) and provide assistance with customs clearance procedures as well as any and all freight-related matters;
- Inspection and quality control agencies;

2. **Registration, Dealer account and availability**

- 2.1 The use of **EasyscrApp**'s services shall require the Dealers registration and the setting up of a Dealer account. Registration shall be performed after application of the Dealer at www.easyscrapp.com. Natural persons must be of legal age and legally competent in order to register. Registrants represent and warrant that these conditions have been met.
- 2.2 Upon registration a contract on the use of the marketplace platform shall enter into effect between **EasyscrApp** and the Dealer (*hereinafter referred to as: User Contract*). There is no claim to registration and thus to concluding a User Contract. **EasyscrApp** may refuse registration and opening of Dealer account on any grounds whatsoever.
- 2.3 All information provided by the Dealer on the Dealer's identity and contact data to **EasyscrApp** must be complete, correct and current at all times. Incorrect information may lead to the immediate deletion of the Dealer account. The accessibility of the E-Mail address and the telephone number of the Dealer or a person authorised by the Dealer to set up Dealer account is to be ensured.

- 2.4 The registration of a Dealer on the marketplace platform is free of charge. Any claim for commission by **EasyscrApp** shall only be incurred through the sale/purchase of goods and/or services (Article 7. hereof).

3. **Duties of Dealers towards EasyscrApp**

- 3.1 The Dealer account password is to be kept secret and the Dealer account may not be provided to any third parties for use. The Dealer is solely responsible for the security of the password. For safety reasons, the password is to be changed at regular intervals (at least every six months) and immediately upon request of **EasyscrApp**. With the exception of wilful intent or gross negligence, **EasyscrApp** shall not be liable for any damage incurred by the Dealer as a result of the unauthorised use of the Dealer account by third parties.
- 3.2 It will be presumed that any use of the Dealer account has been performed by the Dealer. Where a Dealer account is made available to third parties contrary to Article 2.1 herein above, the Dealer shall be liable for any and all actions by such third parties. There shall be no liability only in cases where the account holder is able to prove that the account holder protected the password sufficiently against unauthorised access as defined under the aforementioned Article 2.1. **EasyscrApp** is to be notified of an improper use of an account without undue delay. The password is to be changed immediately. The above shall also apply where reasons are submitted that only suggest misuse by third parties (especially in case of hacking).

4. **Use of EasyscrApp marketplace platform**

- 4.1 **EasyscrApp** provides Dealers with a marketplace platform that Dealers can use to promote and sell/buy their goods and/or services. **EasyscrApp** does not provide any non-compete guarantees to the Dealers; the marketplace platform is generally also available to providers of goods and/or services competing with the Dealers.
- 4.2 Dealers sell their goods and/or services to other Dealers on the marketplace platform in their own name and for their own account. **EasyscrApp** shall not be responsible for Dealers successful distribution and sales activities. Dealers shall be responsible for selecting the goods and / or services available for sale on the marketplace platform.
- 4.3 Seller shall establish the prices payable for the goods and services. The price of a product or service is to be understood as final price, including statutory value – added tax. Such final price shall not include any delivery and shipping costs, unless Seller wishes to purchase logistics services from one of the freight companies also registered with the marketplace platform. The chosen Incoterm shall be binding for the Buyer.
- 4.4 Dealers shall solely be responsible for the handling of the contracts with other Dealers and shall in particular be responsible for the invoicing of payments and for any rescission of contract, including the receipt of returns. Dealers shall release and hold harmless **EasyscrApp** from and against any and all demands and claims of other Dealers upon first request.
- 4.5 Dealers represent and warrant offering and selling only such goods and services, whose sale, acquisition or publication does not infringe statutory provisions or third-party rights.

Dealers shall be responsible to present the goods and services sold by the Dealers on the marketplace platform appropriately and to upload the necessary contents. Goods and services are described in full and truthfully with words and images, indicating the characteristics and features that are material for a purchase decision. **EasyscrApp** shall at no time change the form of the representation and presentation selected by the Dealer unless unauthorised, false, incomplete or inappropriate information has been uploaded and the Dealer has not changed/deleted it after having been requested to do so by **EasyscrApp**.

- 4.6 The description of the goods and services and the images used shall refer exclusively to the goods and services represented on the marketplace platform. Any advertisement for goods and services not offered on the marketplace platform is prohibited.

- 4.7 The Dealer undertakes to include potential protection information required by law and to instruct Dealers on the existence or non-existence of the statutory right of revocation.
- 4.8 The Dealer undertakes to comply with the provisions and requirements under the Data Protection Law. The Dealer shall neither resell personal data of the other Dealers on the marketplace platform nor use any such data to send out any advertising material, unless the respective Dealer has expressly consented to such in advance and/or not expressly contradicted such in accordance with the applicable statutory provision.

5. *Uploading contents, rights of use*

- 5.1 The Dealer shall be responsible to guarantee that all contents uploaded on the marketplace platform are lawful and do not infringe any third-party rights.
- 5.2 The Dealer shall be obligated to scan all contents for viruses, Trojans and worms in advance.
- 5.3 The Dealer grants **EasyscrApp** the right to use, publish and reproduce any and all submitted and uploaded contents in the context of the marketplace platform.
- 5.4 The Dealer warrants and represents to be authorised to grant such rights. The Dealer shall release and hold harmless **EasyscrApp** from and against any and all claims of third parties, which are asserted against **EasyscrApp** as a consequence of or in connection with the use of the aforementioned contents.
- 5.5 The Dealer undertakes to notify **EasyscrApp** in writing without undue delay if claims are asserted against the Dealer in connection with contents uploaded to the marketplace platform for infringement of third-party rights.
- 5.6 **EasyscrApp** shall be at liberty to remove in its sole discretion any contents uploaded by the Dealer in whole or in part, in particular in the event where infringement of third-party intellectual property rights is claimed.

6. *Contract conclusion on the marketplace platform*

- 6.1 The making available of the goods and services on the marketplace platform by the Dealer shall represent legally binding offers to enter into a contract under the terms set out in the detailed description of each item available as well as the rules of the General Terms and Conditions of this marketplace platform.
- 6.2 The legally binding sale offer by the Seller with respect to the goods and/or services shall consist of all relevant information. The Seller shall be bound to such offer as long as it is shown on the marketplace platform. The Sale is handled in an auction-like mode. Placing bids by Buyers, refusing them by Seller or accepting bids is possible.
- 6.3 By accepting the offer through the Seller a legally valid and binding contract between Seller and Buyer will be closed. A separate signature is not required for the validity of the contract. Each party electronically receives the binding contract, which must be instantly downloaded as soon as a bid has been accepted.
- 6.4 A legally valid and binding contract between Seller and Buyer is governed by the following provisions:
- a. The material shipped/transported does not contain any type of arms, ammunition, mines, shells, cartridges or any other explosives or radioactive, contaminated material in any form either used or otherwise
 - b. Tolerance of +/- 5% in the total quantity and amount is allowed
 - c. Seller shall ship/transport the goods in accordance with the shipping instructions and the contractual terms set out in each contract.

- d. Oversize goods shall not be accepted. In the event of oversize material being shipped, Seller shall bear any resizing costs; Buyer shall be entitled to a full refund in the event that resizing costs are borne by the latter and this shall be on Seller's account
- e. Shipments/Transport should take place within the agreed shipment period, thereafter Buyer's terms apply
- f. Any claim related to quality, damaged goods or otherwise must be made in writing within 5 days of the goods being received. Claims not reported within this time frame will not be honoured
- g. All contracts generated on this marketplace platform are subject to the General Terms and Conditions of EasyscrApp

6.5 Either party may refuse to honour the contract; however the party having opted out of the contract shall pay to the other Party an amount corresponding to 30% of the originally agreed deal value, unless termination of the contract is due to a Force Majeure event.

6.6 No party shall be liable for any default or delay caused by any event beyond said party's control which was unforeseeable and/or unpredictable, including but not limited to war, strikes, lockouts, restraints affecting shipping, floods, droughts, fire etc. If a force majeure event occurs each party shall be bound for another four (4) weeks. If within that period the force majeure event ceases, the parties shall resume their responsibilities within seven (7) working days.

6.7 The Dealer has to ensure that the goods and/or services sold are delivered to the Buyer without undue delay and/or within an agreed delivery time after conclusion of the contract.

7. **Payment, commission**

7.1 The payment of the goods and services by the Buyer shall be handled directly between the Seller and the Buyer according to the terms of the Purchase Agreement.

7.2 **EasyscrApp** shall receive a commission on each sale concluded as return for making the marketplace platform available. The commission entitled to **EasyscrApp** depends on the turnover generated from each transaction concluded via the **EasyscrApp** Portal. The commission rates applicable are shown at the subpage "Commission Rates".

7.3 **EasyscrApp** shall invoice both Buyer and Seller the applicable commission rate including the applicable value – added tax. Invoices of **EasyscrApp** are due within 14 days and entitle **EasyscrApp** to request a default interest rate of 8 % p.a.

7.4 In case of delayed or non-payment of the Buyer, the Seller shall inform **EasyscrApp** immediately. **EasyscrApp** is entitled at its sole discretion to delete the account of the Buyer. In no case is **EasyscrApp** liable for the payment by the Buyer.

7.5 Dealer shall not be entitled to buy/sell from another Dealer originally contacted via the marketplace platform outside of the marketplace platform for a period of ten (10) years, starting with the date of the first contract. If a party breaches this obligation, a contractual non-negotiable penalty towards **EasyscrApp** of USD 5,000.00 shall be due and payable for each and any deal closed.

8. **Liability of EasyscrApp**

8.1 **EasyscrApp** shall endeavour to guarantee constant availability of the marketplace platform. By the nature of the Internet, however, this cannot be guaranteed. Access to the marketplace platform may occasionally be interrupted or limited in order to perform repair or maintenance work or to introduce new features or services. **EasyscrApp** shall endeavour to limit the frequency and duration of temporary interruptions or restrictions.

- 8.2 The liability of **EasyscrApp** – on any legal grounds whatsoever – in particular for the violation of main and accessory duties under the contract, impossibility or tort, shall be excluded. This shall not apply in the event of wilful intent or gross negligence of **EasyscrApp** or its legal representatives or agents. This shall not apply either in the event of injury to life, body or health for which **EasyscrApp** is responsible.
- 8.3 The Dealer shall release and hold harmless **EasyscrApp** from and against any and all claims (including fiscal claims and tariffs) by third parties, which are asserted against **EasyscrApp** as a consequence of or in connection with the Dealers use of the marketplace platform.

9. Deletion of the Dealer account, termination

- 9.1 The violation of one of the obligations mentioned in Article 1, to 8 herein above shall entitle **EasyscrApp** to block or delete the Dealer account without undue delay.
- 9.2 **EasyscrApp** and the Dealer shall be entitled to terminate the User Contract at any time without giving reasons. The right of **EasyscrApp** to block or delete a Dealer account shall remain unaffected.
- 9.3 After termination of the User Contract or in the event of the deletion of the Dealer account, **EasyscrApp** shall be authorised to delete any and all data of the Dealer on the server, including any uploaded images. The Dealer shall be responsible for storage and backup of any data in due times.

10. Amendments to the marketplace platform and the General Terms and Conditions

- 10.1 **EasyscrApp** may amend the appearance and functions of the platform during the period of use. There shall be no claim to maintain certain functions.
- 10.2 **EasyscrApp** may change these General Terms and Conditions with effect for the future where such is necessary to adapt to laws and legislation or new technological developments, changes in jurisdiction, to close any regulatory gaps or to extend the scope of **EasyscrApp**'s services.
- 10.3 Amendments of these General Terms and Conditions shall be communicated by a notification. The amendment notification shall be issued either on the marketplace platform via the opening of a special window when logging into the marketplace platform via the Dealer account or by sending of an E-Mail.
- 10.4 Unless the Dealer deleted the account within 14 days from receipt of the change notification, the amended General Terms and Conditions shall become effective. **EasyscrApp** shall include information on the possibility of deletion in the notification of the changes as well as the deadline and legal consequences.

11. Intellectual property

All intellectual property rights related in connection with the marketplace platform remain the exclusive property of **EasyscrApp**.

12. Final provisions

- 12.1 Contracts in accordance with these General Terms and Conditions shall exclusively be governed by and construed in accordance with the laws of the Buyer, excluding the Convention of the International Sale of Goods. Legal venue is the corporate seat (entities) or permanent residence (natural person) of the Buyer. The governing law and the legal venue may be agreed differently between the Buyer and the Seller in the contract.
- 12.2 Should one of the provisions of these General Terms and Conditions be or become ineffective or unenforceable, the effectiveness of these General Terms and Conditions as a whole shall remain

unaffected by the ineffectiveness or unenforceability of one or several provision, unless the ineffective or unenforceable provisions are of such material importance for these General Terms and Conditions that it is reasonably to be presumed that **EasyscrApp** and the Dealer would not have entered into these General Terms and Conditions without such ineffective or unenforceable provisions. The same shall apply to gaps, if any, in these General Terms and Conditions.