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> REMONDIS Group

General Terms & Conditions
of REMONDIS Electrorecycling

remondis-electrorecycling.de

> GENERAL TERMS & CONDITIONS

> 1 Scope of Application

- (1) All contractual relationships between the Contractor and Customer shall be subject exclusively to these General Terms & Conditions.
- (2) The General Terms & Conditions of the Customer or a third party shall not apply even if the Contractor does not explicitly disagree with their validity in any particular case. They shall, therefore, only apply if and to the extent the Contractor expressly recognizes their validity in writing and this shall be true for each individual contract concluded.
- (3) The Customer shall be informed of any changes to these Terms & Conditions in writing or, if agreed on, via electronic means. If the Customer does not object to such changes in writing or, if agreed on, via electronic means, then it shall be assumed that the Customer agrees to the changes. The Contractor shall expressly point out this fact when announcing any changes. The Customer is obliged to send any objections to the Contractor within 6 weeks following the announcement of the changes.

> 2 Subject Matter

- (1) The Contractor shall provide the Customer with the services described in the service agreement on an exclusive basis.
- (2) If there are no special arrangements or regulations, then a contract shall be considered concluded when the Customer submits an order confirmation in writing in response to an offer sent by the Contractor. If there is no order confirmation in writing, then the contract shall be considered concluded according to the conditions of the offer at the point when the waste is handed over to the Contractor by the Customer.
- (3) The information given by the Customer in the waste disposal certificate (Declaration of Responsibility) and the regulations laid down by the appropriate authorities shall form the basis of the Contract and shall, therefore, be an integral part of this Agreement.
- (4) Offers sent by the Contractor shall be valid for a period of four weeks from the date of issue.

> 3 Services provided by the Contractor

- (1) According to the services agreed on, the scope of services comprises
 - (a) furnishing, in exchange for a fee, containers according to the type, size and number determined in the Agreement in which the waste, agreed on to be disposed of, can be deposited and collected at the Customer's premises once the agreed service period officially commences
 - (b) exchanging, emptying and/or removing, in exchange for a fee, the furnished containers of relevant type, size and number at the site agreed on and transporting the waste to recycling/disposal plants
 - (c) recycling and/or disposing of, in exchange for a fee, the different kinds of waste stipulated in the Agreement in a correct manner and in accordance with the law.
- (2) Collection and disposal shall be carried out – as far as possible – using a paperless mobile electronic recording system. In this case, the Contractor is authorized to submit any necessary declarations and take all necessary steps to fulfil the obligations of the Customer as well as its own obligations. In doing so, the Contractor shall act in accordance with the instructions of the Customer. In particular, it shall only check the composition and amount of the waste to be collected in so far as the Contractor is required to do so to fulfil its own obligations. Any inspection rights granted to the Customer in the Waste Management Agreement remain unaffected by this.
- (3) In all other respects, any other measures taken by the Contractor – besides the actual waste management services (e.g. testing, analyses) – shall be carried out exclusively in order for it to fulfil the legal obligations of the Customer.
- (4) The Contractor has the right to assign the contractual services to third parties.
- (5) If the type and/or manner of the services provided by the Contractor and agreed on in the Contract are no longer permitted as a result of a change to legal regulations, then the Contractor shall be obliged to carry out the disposal of the waste in accordance with the amended conditions. Any additional costs resulting from this shall be borne by the Customer.

> 4 Customer's Obligations

- (1) The Customer is responsible for ensuring that all conditions are maintained so that the service can be provided in a correct manner and in accordance with the law.
- (2) Unless otherwise agreed, requests for non-regular services to be carried out must be made in writing.

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- (3) The Customer must declare the waste in a complete and correct manner. The containers shall only be filled with the types of waste stipulated in the Declaration. The Customer shall ensure that the containers are filled in the correct manner. The Contractor must be informed immediately of any changes to the composition of the waste.
- (4) The waste materials shall become the property of the Contractor at the point when they are placed in a waste container or in another kind of collection facility or when they are loaded onto the waste collection vehicle. This shall not include hazardous waste or waste that does not correspond with the signed Declaration. The Contractor has the right to refuse to accept the latter. If the waste has already been collected, then the Customer is obliged to take back – at its own expense – any waste that does not correspond with the Declaration. Should the Customer refuse to take back such waste, then the Contractor has the right to dispose of this waste elsewhere and charge the costs to the Customer.
- (5) The obligations taken on by the Contractor do not, however, release the Customer from its legal responsibility for the waste materials that are to be recycled or disposed of.
- (6) Should the principles governing transactions treated as an exchange (tauschähnliche Umsätze) apply to the contractual relationship or should a transaction be classified as taxable in terms of VAT at a later date, then the Customer shall cooperate as necessary to ensure that this is settled and accounted for (e.g. invoicing) in the correct manner, even after the contractual relationship has come to an end. The Customer shall, having been provided with proof, reimburse the Contractor any subsequent increase in VAT or decrease in input tax charged.
- (7) If requested to do so, the Customer shall confirm that the Contractor carries out the services agreed on in the Contract in a proper manner. If, in addition to this, proof of correct disposal measures must be furnished, then the Customer shall provide proof using the forms provided by the Contractor or using the electronic record procedure for waste recovery and disposal. In order to do this, the Contractor shall enable the Customer to use the online data processing system REGISTA® in accordance with the current terms and conditions of use. If the Customer fails to fulfil its obligation to provide proof – also by means of a representative – at the time of the disposal, then the Contractor is not obliged to carry out the disposal of the waste.
- (8) If the Customer has a complaint concerning the collection/disposal of the waste then the Contractor must be informed of this within 48 hours. The Customer is responsible for furnishing proof that the Contractor has not fulfilled its obligations or that the services have not been carried out by the Contractor in a proper manner.
- (9) The waste collection periods agreed on are binding. Downtime and waiting time that is not caused by the Contractor as well as wasted journeys shall be charged for and will be invoiced according to the hourly rates of the service ordered.

> 5 Furnishing of Waste Containers

- (1) The Contractor shall provide the Customer with the containers required to collect the waste on a rental basis for the period of time agreed on. The Customer shall be responsible for ensuring the containers are treated with the proper care and attention as well as for any damage to or loss of these containers during the rental period.
- (2) Moreover, the Customer shall be responsible for selecting the site where the containers should be placed and for guaranteeing that they are easily accessible for collection.
- (3) The Customer shall be responsible for fulfilling safety obligations for the furnished containers. It is the responsibility of the Customer to obtain any necessary permits to use public roads before the containers are furnished, unless the Contractor has taken over this obligation. Any public charges due for obtaining such permits shall be borne by the Customer. The Customer alone is liable if the relevant safety precautions for the containers are not undertaken or if the necessary permits have not been obtained. If necessary, the Customer shall indemnify the Contractor against any third-party claims regarding this matter.
- (4) The Contractor must be informed in writing at least four weeks in advance of any operational changes that may affect the collection of the waste. The Contractor must be informed in writing immediately of any official orders that may have an effect on a service provided by the Contractor. If the Customer fails to fulfil its duty of notification, then it shall be liable to pay any and all costs and expenses incurred by the Contractor as a result of this.

> 6 Prices & Terms of Payment

- (1) Subject to a differing regulation, the prices valid on the day the service is provided shall be charged. They merely cover the services provided by the Contractor that are listed in the Agreement. Prices quoted do not include VAT. Should the necessary conditions be met, then billing shall be carried out according to the reverse charge mechanism. Additional or special services which are not covered by

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this Contract, services listed as a contingency item in the schedule of services, and the cost of services provided by third parties shall be invoiced separately if they are initiated by the Customer or are prescribed by law.

- (2) Unless otherwise agreed, invoice amounts are payable in full immediately on receipt without any deduction. In the case of delayed payment on the part of the Customer, then the Customer shall be liable to pay the legal valid rate of interest on arrears. The Contractor expressly reserves the right to claim for further damages caused by delayed payment. The Contractor has the right to charge a dunning fee amounting to 10 for each collection letter sent, from the 2nd collection letter onwards. If payments are made by direct debit, then the Customer is obliged to issue a binding direct debit mandate. The Contractor has the right to send the Customer the pre-notification less than 14 days before the due date.
- (3) The Contractor has the right to charge the basic fee for the containers agreed on in advance in the first month of the billing period.
- (4) In the case of delayed payment, the Contractor has the right to discontinue the provision of its services 10 working days after the receipt of the second collection letter and to collect the containers. The Contractor shall invoice the Customer for refurbishing the collected containers which shall cover the costs incurred, the minimum amount, however, being € 50, plus VAT for each location/ procedure.

> 7 Price Adjustments

- (1) If the costs used to calculate prices – in particular wages and non-wage labour costs, energy costs, taxes, public charges, the relevant raw material price indices and the cost of services provided by third parties – change for continuous contractual obligations or for services that are to be first provided 4 months after the conclusion of the contract, then the Contractor has the right to adjust the contract to meet the new conditions.
- (2) Should, during the contractual term, additional costs be incurred due to amendments to legal regulations, official requirements and/ or fees and other charges, then the Contractor has the right to demand that the conditions be amended accordingly to account for the proven cost increases from the point that such amendments come into force.
- (3) The Customer must be informed of such adjustments in writing and an explanation given for the reasons for these. Should a price adjustment carried out in accordance with Paragraphs 1 & 2 amount to an increase in costs of more than 10 % of the price agreed on, then the Customer has the right to terminate the Agreement with a notice period of 4 weeks before the end of a quarter.

> 8 Liability

- (1) The Contractor shall be fully liable for damage resulting in loss in life, physical injury or damage to health which is caused by a breach of contract and involves wilful intent, gross negligence or malice. The Contractor shall not be liable for other damage caused by slight negligence unless such damage is the result of a breach of obligations and the fulfilment of the breached obligations is of particular importance to achieving the purpose of the contract and which the Customer can expect to be carried out on a regular basis. In such a case, liability shall be restricted to foreseeable direct average damages according to the type of service provided that are typical for such an Agreement. This shall also apply to representatives and agents.
- (2) As far as legally permissible, the Contractor shall not be liable for consequential damage, indirect damage or for a loss in profits.
- (3) The Customer shall be liable to the Contractor for the accuracy of the information it gives. The Customer shall reimburse the Contractor all additional costs that arise as a result of inaccurate data. Moreover, the Customer shall be liable to the Contractor for indirect and direct damages caused by the Customer or its personnel as a result of breaching a contractual obligation and, if required, shall indemnify the Contractor against any third-party claims resulting from this.

> 9 Assignment, Offsetting, Right of Retention

- (1) The Customer shall only have the right to assign its claims – either fully or partially – against the Contractor if prior approval has been given by the Contractor in writing.
- (2) The Customer may only set off the Contractor's claims with a counterclaim, if the counterclaim of the Customer is deemed to be undisputable or has been legally established or is closely related to the Contractor's claim. The Customer is only authorised to exercise a right of retention if its counterclaim is based on the same contractual relationship.

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> 10 Term of Agreement & Termination

- (1) Unless otherwise agreed, this Agreement shall be valid for a period of 2 years. It shall automatically be extended for a further year, unless it is terminated in accordance with the 3-month notice period.
- (2) The right of both contractual parties to terminate the Agreement without notice for good cause remains unaffected by this. Good cause is in particular
 - if the Customer is insolvent or bankruptcy proceedings are initiated for its assets or such proceedings are rejected due to a lack of assets in accordance with Section 26 "InsO" (Federal Insolvency Law)
 - if commercial credit insurance can no longer be taken out for the Customer
 - if a party repeatedly breaches fundamental contractual obligations.
- (3) Notice of termination must be given in writing.

> 11 Force Majeure

- (1) The obligation of the Contractor to perform the services agreed on ceases if the Contractor is prevented or delayed in carrying out its business due to circumstances beyond the reasonable control of the Contractor (e.g. acts of God or other circumstances such as strikes, lock-outs or governmental actions).

> 12 Data Privacy Protection

- (1) The Contractor and the Customer shall acquire, process and use any data required to draw up offers/process contracts and/or to draw up/amend contracts in accordance with the valid version of the BDSG (Federal Data Protection Law).

> 12 Final Provisions

- (1) Unless otherwise agreed on, any changes or additions to this Agreement must be made in writing for them to become effective.
- (2) Should one or several provisions of these General Terms & Conditions be or become null and void or unenforceable, then the remaining provisions of the Agreement shall continue in full force and effect. Both contractual parties acknowledge and agree to replace any provisions which are null and void or unenforceable immediately with provisions that shall reflect as closely as possible the intention of the invalid provisions. The same shall apply in the case of a gap in the contract.
- (3) As far as legally permissible, the place of jurisdiction shall be the place of business of the Contractor.

THIS AGREEMENT IS ISSUED IN GERMAN AND ENGLISH. IN CASES OF DOUBT, THE GERMAN WORDING SHALL PREVAIL.