

General Terms and Conditions

I. Start of the contractual relationship

1. Scope of application

1.1 The contractor's offers, deliveries and services are made and rendered, unless otherwise expressly regulated in the following, on the basis of these General Terms and Conditions. The contractor shall not recognise any contrary or deviating terms and conditions of the client unless the contractor has given his express consent thereto in writing. The General Terms and Conditions of the contractor in their relevant applicable version apply to all future business relations, even if they are not expressly agreed in the individual case. The contractor's General Terms and Conditions of the contractor shall be considered accepted at the latest when the contractor's performance is received. Any confirmations to the contrary by the client with reference to the client's own terms and conditions are hereby disputed.

1.2 Any deviations from these General Terms and Conditions of the contractor are valid only if the contractor has given its consent thereto in writing.

2. Offer and conclusion of a contract

2.1 The contractor's offers are subject to alteration and non-binding. Any conclusion of deals or agreements, whether in writing or orally, shall become binding only when the order is confirmed by the contractor in writing or on the basis of performance of the delivery/service. In the latter case, the invoice shall be considered a confirmation of order.

2.2 Orders shall be considered accepted only when they have been confirmed by the contractor in writing. This requirement also applies to any addenda, amendments or ancillary agreements.

2.3 Calculations, illustrations, dimensions, weights, specifications or other performance data appearing in brochures, circulars, price lists, other publications or in the contractor's offer and/or the corresponding documents are non-binding. These shall constitute binding undertakings only if they have been expressly indicated by the contractor as such in writing.

2.4 The contractor reserves the right to carry out modifications and improvements with regard to the construction, use of material and execution of the order provided this does not significantly affect the purpose of the order and the client can reasonably be expected to accept the change.

II. Content of the agreement

3. Prices, price adjustment, scope of performance

3.1 The prices quoted by the contractor apply – unless otherwise agreed in writing – for the scope of delivery and/or performance indicated in the confirmation of order.

3.2 All prices are based on the cost factors at the time of the confirmation of order. If these cost factors, in particular raw material, wage and energy costs, should change until the time of delivery or performance of if delivery or performance is rendered later than four months after the agreement is concluded, the contractor reserves the right to adjust the applicable prices accordingly.

3.3 If no price is specified at the time the contract is concluded for the goods to be delivered or the service rendered, delivery and performance of the service shall made at the contractor's generally applicable list prices for the delivered quantities or services rendered valid on the day of delivery or performance.

3.4 Cost estimates are non-binding.

3.5 Any flat rates and fixed prices agreed for assembly do not include additional charges for any necessary overtime or night work, or work on Sundays or public holidays.

3.6 All prices of the contractor are quoted before the statutory rate of value added tax applicable at the time of invoicing.

3.7 The performance/delivery is rendered subject to the condition that the contractor's operation and maintenance instructions are followed, no modifications are carried out on the sales product, no parts replaced, no consumables used that do not comply or are similar to the original specifications.

3.8 The claim for remuneration shall in each case arise when the container intended for filling has been installed. It becomes payable when the container is emptied.

3.9 Transport and freight costs and similar special services performed by the contractor shall be paid separately by the client.

3.10 Containers that are not made ready for collection or that cannot be accessed shall be billed to the client at the amount of the calculable transport costs plus 50 % of the remaining service price (empty run).

3.11 Premature termination of the agreement – irrespective of the reason – and any deterioration of the client's asset situation shall entitle the contractor to charge the price of the services rendered less any expenses saved. The expenses saved shall in this case be calculated at a fixed rate of 60 % of the performance price. This regulation shall not prejudice any further claims on the part of the contractor, in particular for damage compensation.

4. Security, reservation of ownership

4.1 The contractor reserves the right to demand from the client security in the form of a written, irrevocable, absolute, unlimited and unrestricted guarantee to be fulfilled on first demand issued by a bank or a credit insurer registered within the jurisdiction of the German Basic Law (*Grundgesetz*) until fulfilment of all of the contractor's claims, including all claims for payment of

current account balances, against the client currently existing or that will arise in the future, regardless of the legal basis.

4.2

The goods remain the property of the contractor until all the contractor's claims have been fulfilled. Further processing or modification of the goods shall always be on the contractor's behalf, but shall not entail any obligations for the contractor.

4.3 If the contractor's ownership expires due to combination of the goods, it is hereby agreed that the client's ownership (reserved goods) of the combined item is transferred to the contractor in proportion to the value).

4.4 The client is entitled to process and to sell the reserved goods in regular business dealings, provided there is no delay or default in payment. These goods may, however, not be pledged or assigned as security. The client hereby assigns all claims arising from further sale or some other legal act (insurance, unauthorised acts) regarding the reserved goods (including all claims for payment of current account balances) to the contractor in full by way of security. The contractor authorises the client irrevocably to collect claims assigned to the contractor in its own name. This authorisation to collect shall be revoked only if the client fails to fulfil correctly its payment obligations from the collected revenue.

4.5 If a third party seeks rights to the reserved goods, the client shall indicate the contractor's retained ownership and shall notify the contractor thereof without delay in order to allow the contractor an opportunity to take an intervention action pursuant to section 771 ZPO (German Code of Civil Procedure).

4.6 If the client's conduct infringes against the agreement - in particular delay in payment - the contractor shall be entitled to take back the reserved goods or demand transfer of the client's claim for return of the goods against a third party. Seizure or pledge of the reserved goods by the contractor shall not constitute withdrawal from the agreement unless otherwise expressly declared.

4.7 The contractor furthermore reserves ownerships and copyright and other rights in relation to all drawings, operating instructions, cost estimates and other documents that the contractor provides in relation to an order. The client is obliged to return the documents provided to the contractor without delay and in full when requested by the contractor, but at the latest when the contractual relationship expires, irrespective of the legal basis.

5. Acceptance, payment

5.1 Unless formal acceptance has been made directly on site, an invoice issued by the contractor shall also constitute as notification of completion of the contractor's performance. The work carried out by the contractor is to be examined by the client immediately on completion and to be accepted within one week of the invoice date. Any

complaints are to be reported to the contractor in writing without delay after the deliveries are inspected. If the client fails to fulfil the obligation to accept delivery within one week of the date of invoice, the contractor's performance shall be considered duly rendered in accordance with the contract and accepted. This shall also apply for any partial deliveries made by the contractor.

5.2 Unless otherwise agreed, the contractor's invoices are payable immediately without discount. Punctuality of payment shall be determined at the time the complete amount is received by and available without restriction to the contractor.

5.3 Payment of invoice by cheque shall require the contractor's prior consent and can in such cases be made only on account of performance. All resulting costs shall be borne by the client. Punctuality of cheque payment shall be determined according to the time the cheque is redeemed.

5.4 In the case of assembly/work continuing for a longer time, the contractor shall be entitled to issue interim invoices.

5.5 The contractor is entitled - including contrary to conflicting client instructions - to use payments to settle the client's oldest outstanding debt. If the contractor has already incurred costs and interest, the contractor shall be entitled to use the payment to settle first the costs, then the interest and lastly the main claim. The contractor shall notify the client of this use of payments.

5.6 The client is entitled to set off claims against the contractor's claims only if the client's claims have been established in law or are recognised by the contractor.

5.7 The client is entitled to assert a right of retention only if the counterclaim on which the right to withhold payment is based is undisputed, has been established in law or is ready for a decision.

5.8 If a voucher countersigned by the client is required for invoicing purposes, the invoice can nevertheless be issued if a person authorised to sign was not reachable within a period of ten minutes after the emptying procedure.

5.9 The weights and number of pieces established by the contractor shall form the basis for invoicing. Any deviations in weight within the scope of the normal tolerances in the sector shall not constitute grounds for the client to dispute the invoice.

6. Performance time

6.1 Times and deadlines for delivery and performance and times and deadlines for completion must be agreed in writing. They shall be considered approximations and non-binding unless they have been expressly agreed in writing and are indicated as such.

6.2 Delivery/performance commences at the time the confirmation of order is sent.

6.3 If the client is obliged to create certain necessary conditions before the contractor can execute the order or provide certain necessary cooperation, for example providing clarification regarding technical details or making an agreed advance payment, the scheduled time for delivery or performance shall not commence until such time as the client has created the required conditions or provided the required acts of cooperation in full.

6.4 Deliveries/services and partial deliveries can be provided before end of the term of delivery. The contractor is also entitled to change the form of execution of the order, while taking due account of the client's interests, if such change is deemed necessary for technical, commercial or administrative reasons.

6.5 If the contractor is responsible for some failure to meet agreed dates and deadlines or is in default of performance, the client shall be entitled to a default compensation of 0.5 % for each completed week of the default, but at most up to 5 % of the invoice net value for the performance affected by the default. There can be no further payments or claims, unless the default is due to at least gross negligence on the part of the contractor.

7. Shipping, costs, transfer of risk

Unless expressly agreed otherwise in writing, delivery of goods shall be "unpaid". The client bears all costs in connection with the shipping. The goods shall be insured at the client's request and at the client's cost and risk. For shipping, the risk is transferred to the client as soon as the consignment has been presented to the person carrying out the transport or has left the contractor's warehouse for shipper collection. If shipping is or becomes impossible for some reason for which the contractor is not responsible, the risk shall be transferred to the client when readiness for delivery is announced. The contractor is not liable for (re)construction work unless expressly agreed otherwise in writing.

III. Consequences of failure to fulfil obligations

8. Exclusion and limitation of liability

8.1 All liability of the contractor, his legal representatives or vicarious agents, irrespective of the legal basis, for all damage – with the exception of damage to life, limb and health – is excluded, unless the damage was incurred as a result of a breach of obligations due to malice aforethought or gross negligence or a culpable infringement of significant contractual obligations (so-called *Kardinalpflichten*, cardinal obligations). The contractor's obligation to provide indemnity is limited to the predictable damage that can typically occur in such business and in every case restricted to the performance recognised by the contractor's liability insurers. The claim will receive notification of the relevant cover amounts on request.

8.2 The contractor shall incur no liability if the damage results from some instruction given by the client and/or from the workers or equipment that the client provides (cleaning material, machines, etc.), and for damage occurring due to an incorrect declaration of the residues provided to the contractor.

8.3 The contractor is not liable for indirect damage, consequential damages or loss of earnings.

8.4 The client guarantees that the materials provided to the contractor have the composition indicated in the description. In the case of any deviations, the client shall bear all costs incurred in connection with the transfer of these materials, including costs of return transport.

The client is also liable for all damage – including claims based on infringement of regulations under public law – incurred by the contractor and his vicarious agents by the supplied materials not having the guaranteed quality or not being duly delivered. The client furthermore indemnifies the contractor and his vicarious agents from all resulting claims.

9. Default, warranty, notification of defects, statute of limitations, force majeure

9.1 The individual payments or instalments when due also simultaneously come into default without any need for a reminder. The client also comes into default of payment when the contractor issues a dunning notice. The amount of default interest is based on the relevant applicable statutory provisions.

9.2 Failure to comply with the terms of payment or circumstances that could reduce the client's creditworthiness entitle the contractor to declare all claims against the client payable immediately, to provide any outstanding deliveries/services only against payment in advance and, after a suitable additional period for fulfilment has elapsed, to withdraw from the contract and to invoice the client for the resulting damage.

9.3 The contractor is entitled to fulfil its guarantee obligation by providing subsequent or replacement performance.

9.4 Any impairments to the visual appearance, in particular in relation to the processing of mineral materials, shall constitute a defect only if a certain appearance had been agreed in writing. If a notice of defect is found to be justified, the contractor shall be entitled to provide rectification performance or to reduce the payment accordingly. If the rectification performance is unsuccessful, is refused or is deemed unreasonable from the client's point of view, the client reserves a right to reduce the payment, to claim for damages and to withdraw from the contract in the cases permitted by law. The client shall have no right of withdrawal if the subject of the warranty for defects is construction work. Claims based on defects are subject to a statute of limitations of

one year from the date of acceptance, provided the defect in question was not maliciously concealed.

9.5 The client reserves the right to demand reduce the remuneration due (reduction) in the rectification performance or replacement delivery have failed or, at the client's discretion, to demand that the contract be annulled. The client shall, however, have no damage claims against the contractor in this regard.

9.6 In the case of breaches of obligation by the contractor for which the contractor is also responsible and that are not based on a defect in the purchased article or the work, the client shall be entitled to withdraw from the contract in compliance with the relevant statutory regulations. There can be no withdrawal from the contract if the breach of obligations is not the responsibility of the contractor. If the breach of obligations by the contractor relates only to part of the contractor's performance, the client shall be entitled to withdraw from the contract only if partial fulfilment of the contract is of no interest for the client and the client can furnish evidence thereof. The client shall have no additional claims against the contractor, in particular claims for damage compensation, irrespective of the legal basis, for example claims due to damage from delay or claims for compensation for wages paid.

9.7 The client is not entitled to demand annulment of the contract in the case of construction work.

9.8 If the client fails to observe the contractor's operating and maintenance instructions, undertakes modifications to the sold products, replaces parts or uses consumables not corresponding to the original specifications, or carries out similar measures, the guarantee shall elapse if the client fails to refute an assertion by the contractor that the relevant fault was caused by one of these conditions.

9.9 Complaints and objections must be reported to the contractor in writing, in the case of externally visible defects immediately and in the case of hidden defects immediately when they are discovered.

9.10 If the contractor rejects report of a defect as unjustified, any claims arising in this regard must be asserted through court action within one month of a rejection declared by the contractor in writing; otherwise the claims shall have elapsed. This period for legal action shall commence on the date the letter of rejection is posted.

9.11 The contractor's warranty obligation for parts or performance not manufactured by the contractor itself shall correspond to that of the contractor's supplier in the particular case.

9.12 Warranty claims against the contractor cannot be assigned.

9.13 Warranty claims shall elapse if

a) the client refuses to allow the contractor carry out rectification work,

b) the client removes defects itself without the written – in urgent cases also by telegraph – consent of the contractor or has these removed by a third party,

c) the items whose processing was the subject of the complaint were put into operation before being inspected by the contractor,

d) the defect results from instructions issued by the client or from equipment provided by the client (cleaning materials, machines, etc.).

9.14 All warranty is excluded in the case of delivery of used articles.

9.15 If the client is an entrepreneur, a legal entity under public law or a special fund under public law, all claims are subject to a statute of limitations of one year, unless the defect relates to construction or building materials.

9.16 Force majeure or unavoidable circumstances such as traffic stoppages, shortages of raw materials, strikes, lockouts, operational disruptions, orders by public authorities and impediments for which the client is responsible, insofar as they affect the completion or dispatch of the delivery item – irrespective of whether they affect the contractor or the contractor's suppliers – shall not be deemed the fault of the contractor, even in the case of binding undertakings of delivery periods or deadlines, and entitle the contractor to postpone performance, production and delivery by the period of the impediment plus a suitable start-up time or to withdraw from the contract in part or in full. The contractor shall, however, notify the client of the delay in the agreed delivery time as soon as possible. The client can then demand from the contractor a declaration as to whether the contractor intends to withdraw from the contract or execute the order within a suitable additional delivery period. The contractor shall have a period of two weeks after receipt of the demand for issuing this declaration. If the contractor does not make the said declaration, the client is entitled to withdraw. The client shall not have any further claims in this regard, irrespective of the legal basis, in particular damage compensation claims of any kind.

9.17 If after the contract has been signed and for reasons for which the contractor is not responsible it becomes no longer possible to dispose of the client's waste in a specific waste disposal facility intended by the contractor for disposal of the client's waste, the contractor shall be obliged only to the extent that is economically reasonable to procure alternate capacities elsewhere for disposal of these wastes. Such an obligation to procure an alternative shall not be considered economically reasonable in particular when the costs of procuring the alternate capacity exceed the remuneration agreed with the client by more than 8 %.

9.18 The above shall not prejudice any other statutory claims of the contractor. This also applies to infringements against the obligations indicated under the following sections.

IV. Other rights and obligations

10. Disposal, utilisation, rental of waste containers

10.1 The client is responsible for the complete and accurate declaration of the residues delivered to the contractor and is liable for the accuracy of such declarations. If these materials are subject to the ordinance on collection and transport and the monitoring of wastes and recycling materials (*Abf Rest ÜbersV* – monitoring of waste and recycling materials ordinance), the declaration shall be in the form of issue of the relevant statement required pursuant to this ordinance.

10.2 The contractor can also demand presentation of a declaration analysis even if or insofar as this is not required according to the relevant legal provisions. The contractor shall on request prepare or commission the declaration analysis for the client at the client's cost.

10.3 The contractor is entitled to take a sample from the waste materials provided for disposal or recycling and take this as a binding quality sample for the order.

10.4 The contractor is responsible for procuring any permits that may be necessary for the collection and transportation of wastes. Any administrative charges arising in the course of the permit granting procedure or the processing of a waste disposal or recycling certificate shall be charged separately to the client, unless otherwise agreed in writing.

10.5 If the materials provided to the contractor are subject to the provisions of the law on hazardous substances – Road (e.g. GGVS, GGV, SIE, GGVE, GGVBinSch), the client must ensure compliance with the statutory provisions binding on the sender in accordance with the transport document.

10.6 If the materials provided to the contractor are subject to the provisions of *Gefahrenstoffverordnung* (regulation on hazardous goods), the client shall present to the contractor the safety data sheets required under this law.

10.07 The characteristics of the samples or models provided by the client, including their composition, are considered guaranteed. The same applies for the quality of wastes agreed or documented at the time the contract is concluded.

10.8 The client is also solely responsible for ensuring that all statutory requirements and stipulations issued by public authorities are fulfilled in the storage and preparation of wastes to be collected by the contractor.

10.9 The contractor's obligation to dispose of the waste substances relates exclusively to wastes with the agreed specification.

10.10 The contractor shall then obtain ownership of the supplied wastes at the earliest when the wastes have been subjected to examination in the contractor's disposal or processing units. If the wastes do not fulfil the agreed qualities, there shall be no transfer of ownership to the contractor. In such a case, the client is obliged, immediately when requested, to collect and accept back

the wastes at the place where they happen to be located at the client's own cost. The contractor can optionally provide return transport of these wastes to the client or have this transport performed by a third party; the costs thereof shall be borne by the client. The above shall not prejudice the contractor's right to assert further claims in that regard.

10.11 If an official permit is required for placement of the containers, the client shall procure this permit at its own cost.

10.12 The client shall fill the containers provided for waste substances in accordance with the agreement, handle them properly, provide adequate security and position them for collection at a suitable emptying location accessible for heavy-duty road traffic. The client is responsible for guaranteeing public safety at the emptying location.

10.13 The containers provided to the client remain the property of the contractor.

10.14 If the client receives wastes from the contractor within the framework of its free incineration and landfilling capacities, this shall take place in accordance with the agreements with the client at the MHKW Iserlohn site.

10.15 The client's delivery of wastes to MHKW Iserlohn shall be free of charge, in compliance with all statutory provisions and during the opening hours at MHKW Iserlohn. The relevant plant regulations and the applicable rules of use must be observed. The weights determined on an officially tested weighing scales at MHKW Iserlohn shall form the basis for calculating delivery weights.

11. Cleaning, assembly

11.1 If necessary for contractual performance of cleaning and assembly work, the client shall, before an operational permit is issued to the contractor, take measures in line with the state of the art in safety technology to ensure that work will be carried out according to statutory requirements.

11.2 Unless otherwise agreed, the contractor shall provide the safety equipment and installations required according to the applicable accident prevention and other regulations, including personal safety equipment.

11.3 The client shall make available for the contractor's personal adequate rest and accommodation, changing and cleaning facilities and sanitation installations free of charge, unless otherwise agreed.

11.4 The client is obliged to provide assistant personnel and auxiliary materials, as well as electricity, water, etc., at the place where the order is to be executed at its own cost according to the contractor's instructions. The client must guarantee the suitability of the materials and personnel made available to the contractor for the intended purpose; the client is liable for damage caused to the contractor or his employees by unsuitable

materials etc. Any assistant personnel deployed shall be considered assistants or vicarious agents of the client.

11.5 The client shall provide at the place of performance a facility for accepting back materials not used by the contractor that meets the requirements under current applicable law.

11.6 Damage incurred by the cleaning or assembly object shall be borne by the contractor only if this relates to damage that can be proven to have been caused by unprofessional execution of the cleaning or assembly work. The client shall bear the onus of proving the accuracy of the information provided to the contractor before the operational permit was issued regarding the composition and state of the cleaning or assembly object.

12. Client's cooperation obligation

12.1 If the client fails to fulfil its cooperation obligation fully and correctly and on time and if the client is in default of rectifying the cooperation obligation, the contractor shall be entitled to demand suitable compensation. The contractor can also set a suitable period for subsequent fulfilment of the cooperation obligation, along with a declaration that the contractor will cancel the contract if this additional period expires without the desired result. Any resulting extra expense and damage shall be borne by the client.

12.2 If it has been agreed that the contractor is to carry out assembly work, the client shall provide all necessary preparatory work for installation in good time and at its own cost and risk. Earthwork, masonry and cutting work and electrical installations are not part of the services to be provided by the contractor, unless expressly agreed otherwise in writing. Safety precautions according to the applicable accident prevention regulations must be provided at the workplaces of fitters and technicians.

13. Data protection, confidentiality

13.1 The contractor is entitled in accordance with the applicable provisions of BDSG and EU-DSGVO to store, transmit, process and delete personal data of the client within the context of normal business dealings.

13.2 The contractor retains ownership, copyrights and other rights to all drawings, operating instructions, cost estimates, models, templates and samples, offer documents etc. These documents/objects must not be disclosed or otherwise made available to any unauthorised third party. Duplication of such documents/objects is permitted only in the context of operational requirements and copyright law and only with the prior written consent of the contractor. These documents/objects are to be returned to the contractor on request at any time and voluntarily after the order has been completed.

13.3 The parties undertake to maintain confidentiality regarding all commercial and technical details that are not

publicly available and that come to their attention in the course of their business relationship.

13.4 The data provided by the contractor in the course of the waste disposal/recycling certification procedure or waste disposal/recycling operations shall not be used by the client or made available to any third party by the client.

V. General provisions

14. Applicable law, agreements on legal venue, concluding provisions

14.1 The law of the Federal Republic of Germany shall apply exclusively, including for deliveries/services abroad. All matters will also be treated as if they took place exclusively in the territory of the Federal Republic of Germany; there shall in particular be no application of the uniform UN sales law (CSIG).

14.2 The legal venue is the contractor's official domicile, including for legal action regarding documents, cheques and bills of exchange. The contractor is, however, entitled to take legal action at the client's place of official domicile. If the client is not a full merchant, the statutory regulation shall apply.

14.3 If these General Terms and Conditions/Terms of Sale are found to contain gaps in their provisions, the gaps shall be closed by a legally effective regulation that parties would have agreed in accordance with the commercial goals of the agreement and the purpose of these General Terms and Conditions/Terms of Sale if they had been aware of that deficiency.

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