

General Terms and Conditions of Business and Performance for Waste Disposal Services

1. Scope of application

1.1 These General Terms and Conditions of Business and Performance of the contractor apply within the framework of the waste disposal services provided by the contractor exclusively. 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. These Terms and Conditions shall also apply even if the contractor executes the order without reservation in awareness of opposing or differing terms and conditions of the client. There shall be no need for the contractor to specifically dispute the client's terms in this regard.

1.2 At the latest when the delivery or service is received, the contractor's terms and conditions are considered accepted.

1.3 All future business with the client shall also be undertaken exclusively on the basis of the contractor's terms and conditions in the version currently valid at the time, without any need for a repeat reference to these terms and conditions.

2. Offer, contract, performance obligation

2.1 The contractor's offers are non-binding.

2.2 A contract can also come into effect simply through the rendering of performance.

2.3 It shall otherwise apply that agreements reached orally, by telephone or telegraph are binding only if they were subsequently confirmed by the contractor in writing.

2.4 Every order is subject to the condition precedent that all official permits necessary for the planned waste disposal services have been issued.

2.5 Any performance periods / deadlines shall be considered binding only if they were confirmed by the contractor in writing.

2.6 The contractor is entitled to have his performance obligation fulfilled by a reliable third party.

3. Principles of performance, responsibility / transfer of ownership, acceptance of wastes, rental of waste containers

3.1 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.

3.2 The client is solely responsible for the correct declaration of the wastes occurring even in the case of advisory services by the contractor; the client is liable for their accuracy.

3.3 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.

4. Remuneration, remuneration adjustment, payable

4.1 The prices agreed in the contract are net prices plus the relevant value added tax at the currently applicable rate.

4.2 The deduction of any early payment discount shall require a written agreement.

4.3 In the case of agreed partial deliveries of specific single units of the overall order, the contractor shall have a claim to instalment payments pursuant to section 632a BGB (German Civil Code).

4.4 The waste disposal agreement is considered to be a contractual unit. There can be no partial cancellations or changes in the performance due – even through simple neglect to request performance delivery – without the consent of the contractor.

4.5 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.

4.6 Unless otherwise agreed or proven, the client is, however, obliged to provide as minimum remuneration for the services rendered at least the normal market price of the service in the region.

4.7 Transport and freight costs and similar special expenses of the contractor shall be reimbursed separately by the client.

4.8 Containers that were not presented for collection or that could not be accessed shall be charged to the client at the amount of the calculable transport costs plus 50 % of the remaining performance price (empty run).

4.9 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.

5. Invoicing, cession of claims, setting-off and right of retention

5.1 The contractor's invoices are payable without any discount immediately when received. Any deviations are valid only if they were agreed in writing in advance.

5.2 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.

5.3 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.

5.4 The client is not entitled to set off claims against the contractor's claims for remuneration only if the client's counterclaims are undisputed or have been established in law nor cede his claims in part or in full.

5.5 The contractor is entitled to withhold his waste disposal services insofar as the client has not provided payment for deliveries/services already made.

6. Default

The client is in default ten banking days after the date of the invoice without the need for any dunning notice. In the event of the client being in default of payment, default interest shall be charged on the outstanding amount according to the relevant applicable statutory regulations. The contractor reserves the right to claim for higher interest and for further damages.

7. Defects

7.1 Defects in performance shall be recognised by the contractor only if they are claimed in writing without delay. The contractor is entitled to attempt rectification twice.

7.2 If the client is a merchant, he will lose his claims for defects if he fails to carry out his obligation to inspect without delay and report the defect without three days after the service is rendered. Section 7.1, sentence 2, shall apply accordingly.

7.3 Defect claims are subject to a period of limitation of one year after the legal statute of limitations commences.

8. Liability, restriction of liability, force majeure, impossibility of waste disposal

8.1 The contractor shall be liable – irrespective of the legal basis – only when he has caused damage through malice aforethought or gross negligence.

8.2 If the client is a merchant, the contractor shall be liable pursuant to paragraph 1 in the case of gross negligence only in the case of violation of a significant contractual obligation or physical injury.

8.3 The contractor is liable for simple negligence only in the case of violations of significant contractual obligations and physical injury.

8.4 In the case of infringement of significant contractual obligations in cases under 8.2 and 8.3, the contractor's liability is limited in terms of amount to damage typical or foreseeable from contracts of this type.

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

8.6 If the contractor is prevented by force majeure from collecting, transporting or disposing of the waste, the contractor shall be released from his performance obligation for the duration of the impediment, without being obliged to compensate the client for any damages incurred. Cases of force majeure are, in particular, strikes, operational disruptions, shortages of raw materials, war, dispatch locks, intervention by public authorities or serious transportation impediments, e.g. road blockages. The contractor is also entitled in this case to withdraw from the contract in part or in full with immediate effect, without the client obtaining any claims for damage compensation in that regard.

8.7 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. Cancellation

If the contractor has been commissioned to carry out regular disposal of the client's wastes, the contractor shall be entitled to cancel the disposal contract with a notice period of ten days unless otherwise agreed.

10. Data protection

10.1 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.

10.2 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.

11. General provisions

11.1 The law of the Federal Republic of Germany shall apply exclusively. 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).

11.2 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.

11.3 If any of the above provisions is or becomes void or ineffective in law in part or in full, this shall not prejudice the validity of the remaining provisions. The void or ineffective provision shall be replaced by a regulation coming as close as possible to the commercial intention of the original.

Version: June 2018