

General Terms and Conditions

I. General

Section 1 Scope of application

- (1) Our General Terms and Conditions apply exclusively for all companies in the Reiling group. Our General Terms and Conditions apply to all service, sale and purchase agreements we conclude with third parties, including other types of agreement, as well as legal transactions we undertake. We do not recognise conditions contradicting or deviating from our General Terms and Conditions which are stipulated by service providers, customers, buyers, sellers, suppliers or other tradespersons (hereinafter collectively referred to as “customers”), unless we have expressly agreed to their validity in writing at the time of contract conclusion. Our General Terms and Conditions also apply if we make a delivery to, provide a service to, make a sale to or make a purchase from the customer, or accept the same, with knowledge of the conditions contradicting or deviating from our General Terms and Conditions. The customer’s terms and conditions do not apply, even if application thereof is not precluded separately in a particular case. We do not consent to the application of such terms and conditions, even if we make reference to correspondence which contains the customer’s terms and conditions or refers to them.
- (2) Only the contract concluded in writing or a corresponding written order confirmation including these General Terms and Conditions is authoritative for the legal relationships between us and the customer. The regulations of the written contract and the written order confirmation have priority over these General Terms and Conditions. Otherwise, if a regulation is not laid down in a written contract or the written order confirmation, these General Terms and Conditions apply. Legal regulations apply with lower priority than the written contractual arrangements, the written order confirmation and these General Terms and Conditions.
- (3) Our General Terms and Conditions also apply for all future legal transactions with the customer, even if they are not separately agreed again.
- (4) Our General Terms and Conditions only apply in relation to contractors in the sense of Section 14 BGB (Bürgerliches Gesetzbuch [German Civil Code]), thus in relation to every natural person, legal entity or partnership with legal capacity which deals with us in the course of performing their commercial or independent commercial activities when executing the legal transaction.

Section 2 Additions and amendments

Additions and amendments to agreements made in writing, including these General Terms and Conditions, must be made in writing to be valid. Transmission by telecommunication, particularly by fax or by email, is enough to satisfy this written form requirement, provided that the copy of the legally binding signed declaration is transmitted. Supplementary verbal agreements only apply if they are confirmed in writing by both parties by way of a signed declaration.

Section 3 Confidentiality; copyright; return obligation; liability; liability privilege

- (1) The customer shall not disclose to third parties any internal information regarding business affairs or relating to the conduct of the contractual relationship which they receive from us or one or more companies in the Reiling group. All information which the customer receives from us during the course of the business relationship, whether it is verbal, written or computer-generated, should be considered private and subject to secrecy in case of doubt; this also applies for an unlimited period of time after the business relationship with the customer has ended. We also have a duty of confidentiality towards the customer analogous to that in clauses 1 and 2 and to the same extent.
- (2) The information obtained and knowledge gained in accordance with paragraph 1 may only be disclosed to third parties with our express consent.
- (3) We expressly reserve ownership of and copyright to all quotes and estimates we give to the customer as well as drawings, diagrams, calculations, brochures, catalogues, models, tools, other documents and aids provided to the customer and all other movable items given to the customer. The customer may not give third parties access to these items or the contents thereof without our express consent, nor may they disclose them or use or reproduce them, or allow them to be used or reproduced by third parties, unless this is necessary for the purpose agreed by contract. At our request, the customer must return these items to us in full, destroy any copies made and delete any files, if they no longer need them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does not include the electronic storage of data provided for ordinary data backup.
- (4) We will accept liability in line with the statutory provisions, including in relation to major contractual obligations, if the customer asserts compensation claims or other claims on the grounds of intent or gross negligence; fault on the part of our representatives or agents is attributed to us. Unless we are charged with any deliberate contractual violation, our liability in accordance with clause 1 is limited to foreseeable, typically occurring losses. This does not affect liability for culpable loss of life, physical injury or damage to health; this also applies for mandatory liability in accordance with the Produkthaftungsgesetz [German Product Liability Act]. Liability on our part beyond that stated in clauses 1 to 3 is precluded.
- (5) Our liability in accordance with paragraph 4 is limited to a sum of €250,000.00 per claim and €500,000.00 per insured year.
- (6) When our liability towards the customer in accordance with these General Terms and Conditions is precluded or limited, this also applies with regard to the personal liability of our employees, representatives and agents.

Section 4 Place of jurisdiction; place of performance; severability clause

- (1) The place of jurisdiction is the location of our place of business, which is the place of business of the relevant member of the Reiling group. However, we may also take action against the customer in their local court.
- (2) The law of the Federal Republic of Germany applies; the application of the UN Sales Convention is expressly precluded.
- (3) Unless stipulated otherwise in the written contract or written order confirmation, our place of business is the place of performance.
- (4) Should individual provisions of the contract or these General Terms and Conditions be or become invalid in full or in part, this will not affect the validity of the remaining provisions. In such a case, the invalid provision will be replaced so that the intended commercial purpose is achieved in a legally permissible way; the same applies if a loophole requiring completion exists or arises when concluding the contract or during the term of the contract.

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II. Special conditions for the disposal of recyclable waste

Section 5 Service times

- (1) The services and collections offered are performed on a regular cycle or on request on the agreed weekday. The services can be provided from 6 am, or earlier in exceptional cases (e.g. on request). We may commission reliable third parties to carry out our duties.
- (2) Customers who cannot be reached, for example due to bad weather conditions and poor access, will be attended to a later time, as soon as the obstacle is eliminated. The contractual relationship between us and the customer will remain in force. In the event of clause 1, however, we will not accept liability for the delayed provision of the service. In the event of a service impairment which we are responsible for, the customer may, in writing, set us an adequate grace period in which to provide our service.

Section 6 Preparation and filling of receptacles; returning containers; customer insolvency; legal duty to maintain safety

- (1) The customer is responsible for filling and preparing, as agreed, the receptacles (skips, containers, etc.) owned by us and provided to them for waste disposal. The customer shall allocate a suitable place (a flat area on their premises with sufficient hard-surface vehicle access) which ensures that the containers will not tip over or roll and can be set up by us in such a way that they can be emptied and taken away by our drivers easily. The customer is liable for the unauthorised removal, use and damage of the containers by one of its employees or by third parties. Accessing the areas allocated by the customer in a vehicle and leaving containers in these areas are at the customer's risk. We are not liable for damage to the allocated areas. If a special use permit, which is usually granted by the responsible authority, is required for the allocated space, the customer shall obtain this at their own cost and provide us with evidence of it before setting up the containers.
- (2) The containers may only be filled with recyclables of the quality agreed with us by contract in accordance with our applicable specifications. Any other non-permitted materials are prohibited. The materials must be placed in the containers in such a way that no damage is caused to the containers or the vehicle and its equipment (e.g. crane) during cleaning out or emptying. Should the containers contain other materials which have not been agreed, so that, instead of the agreed treatment and recycling of the materials, only thermal recycling or disposal are possible, the customer shall bear the extra costs which this incurs.
- (3) The customer shall check the containers daily. They will be held liable for any damage which arises from damaged and leaking containers as a result of improper handling or failure to perform checks. Damage must be reported to us immediately.
- (4) The weight when full of stationary containers, containers on wheels and other containers which we provide to the customer must not be so high that the total permitted weight of the lorry making the collection is exceeded. The containers must be loaded properly. The waste may be neither pulp nor sludge, nor may the containers be filled unevenly or over the edge.
- (5) Containers and equipment which we lend or provide remain our property. The customer shall return the containers provided to them in a clean, undamaged condition at the end of the contract. The customer shall compensate us for damage to the containers, regardless of who caused the damage and how; this does not include damage which we ourselves have caused when collecting or subsequently emptying the containers at our plant.
- (6) We must be informed immediately in the event of impending insolvency, at the latest when the appointment of a preliminary insolvency practitioner is imminent, and the customer must return all containers we own to us before the preliminary insolvency practitioner is legally appointed.
- (7) The customer has a duty to maintain safety for all containers set up by us on their premises. If a third party makes a claim against us on the grounds of a breach of a duty of care, the customer shall fully indemnify us for the total amount of such claims.
- (8) Paragraph 2 applies accordingly when recyclables from the customer containing other materials which are not of the agreed quality are delivered to our plant by the customer themselves or a shipping company commissioned by them.

Section 7 Declaring the recyclable materials

The customer is solely responsible for declaring the recyclable materials correctly and is liable for any penalties we incur as a result of incorrect declaration, failure to report changes on time or the quality of the recyclables to be disposed of at their/our premises. We may dispose in a permissible way of recyclables which differ from the declaration or agreed quality at the customer's cost; the costs will be proven and charged to the customer separately. The declaration of the recyclable materials must be clear. In case of doubt, we must be informed in good time before the recyclables are collected. Problematic materials must be determined by analysis and must correspond with the findings at all times. We are entitled to take samples from a collection or delivery under any circumstances and to have these analysed accordingly. The customer shall bear the costs of this if it emerges that the recyclables are not of the agreed quality. The customer shall expressly recognise the samples taken by us as samples and evidence of quality. The customer must, without exception, inform us before placing an order of special risks posed by the recyclables to be collected from them by us or delivered to us. We may terminate or cancel the waste disposal contract or the customer's order at any time with immediate effect if the recyclables are incorrectly declared or are not of the agreed quality. Regardless of this, we retain any claims for compensation against the customer on the grounds of inadequate performance or non-performance of the contract, and may assert these claims or enforce them judicially if necessary.

Section 8 Non-acceptance of recyclables; return shipment

We may refuse to collect or accept recyclables from the customer if they are not permitted at the intended treatment or disposal plant; are not declared correctly; damage or corrode the vehicle or the equipment, or make them particularly dirty; need to be collected by a special vehicle; or cannot be transported, treated or disposed of due to a violation of legal provisions or failure to obtain a permit. If we have already collected the recyclables from the customer or if they have already been delivered to us, we may return the recyclables to the customer at the customer's cost.

Section 9 Customer liability

- (1) The customer guarantees and is liable for compliance with their contractual obligations, including the standard obligations laid down here in the General Terms and Conditions, by them, their employees and third parties working in their sphere. If damage occurs, the customer will be held liable for it and must, without exception, indemnify us should claims be made against us in this regard. This also applies for compensation on the grounds of illegal external causes.

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- (2) Liability is otherwise determined by the statutory provisions.
- (3) We do not accept liability for damage caused because we are unable to provide our services due to force majeure or a prohibition with the force of law or administrative orders, for example in the event of natural disasters, black ice, snow, fog, strike, protests, unforeseeable emergencies, fuel shortage caused by crisis, mechanical defects, road closures and the temporary closure of waste disposal plants, etc. Should the impediment as defined above last for more than one month, we may withdraw from or terminate the contract with regard to the part which remains unfulfilled. We may only invoke the said circumstances if we notify the customer immediately and in good time (within two weeks of the event occurring). If our delivery time is extended in accordance with clause 1 or we are released from our performance obligation in accordance with clause 2, the customer may not derive any claims for compensation from this. We may render partial performance at any time.

Section 10 Duration of the contract; termination

Unless stipulated otherwise in the contract or order confirmation, all waste disposal services are considered to have been commissioned for an indefinite period of time. They may be cancelled with six months' notice to the end of each calendar year. Notice of termination is required in writing.

III. *Special sale conditions*

Section 11 Offer; offer documentation

Our offers are subject to change and non-binding. Declarations of acceptance and all orders must be confirmed in writing or by telecommunication, i.e. by fax or email, to be legally valid. We consider ourselves bound to our offers for 2 weeks from the offer date, unless agreed otherwise. If the customer's order is considered a new offer in accordance with Section 145 BGB, we may accept this within 2 weeks.

Section 12 Remuneration; payment terms

- (1) We will receive the remuneration agreed by contract or as per the order confirmation for our services. All prices agreed and shown are net prices subject to the applicable statutory VAT. In the event of increases in costs, we may adjust the agreed remuneration appropriately in line with the cost increases which have occurred. Clauses 1 to 3 apply accordingly in the event of agreed remuneration payments to customers.
- (2) If the customer provides false information when placing an order or in the event of additional costs which only arise at the time of collection or delivery (Section 6 (2) (3)), we may bill the customer for these costs in addition to the originally agreed remuneration.
- (3) Unless otherwise agreed with the customer, our invoices must be paid with no deductions within two weeks from the invoice date, which is determined by receipt of the payment by us. In the event of late payment, the statutory provisions on payment default will apply in consideration of the payment terms agreed in clause 1. The deduction of discounts must be agreed separately in writing.
- (4) The customer will only be permitted to offset claims if their counterclaims are upheld by a court of law, undisputed or acknowledged by us.

Section 13 Delivery and service times; default of acceptance

- (1) Delivery and service times, which can be agreed with binding effect, are always required in writing.
- (2) Fulfilment of our delivery and performance obligation is always subject to the proper and punctual performance of the customer's obligations. We reserve the right to invoke the defence of non-performance.
- (3) If the customer enters into default of acceptance or violates other cooperation obligations, we may demand compensation for the resulting damage we suffer, including any additional expenditure. Further claims are reserved.
- (4) Should the conditions of paragraph 3 be met, the risk of accidental destruction or degradation of the goods will be transferred to the customer at the point at which they enter into default of acceptance (if the transaction is a sale).

Section 14 Delivery ex-works, transfer of risk in the case of sales

- (1) Unless stipulated otherwise in the written contract or written order confirmation, delivery "ex-works" is agreed in the case of sales.
- (2) The risk will be transferred to the customer as soon as the consignment is passed over to the person responsible for carriage, the shipping company, the freight forwarder or any other person responsible for shipment. If dispatch is not possible through no fault of our own, the risk of accidental destruction or loss and accidental degradation will be transferred to the customer at the time of notification or declaration that the goods sold are ready for dispatch.

Section 15 Warranty in the case of sales

- (1) Warranty claims by the customer in the case of sales are subject to the prerequisite that the customer has performed their duties to examine and object to defects in accordance with Section 377 HGB (Handelsgesetzbuch [German Commercial Code]) properly, particularly on time.
- (2) If there is a defect in the goods, the customer may choose between supplementary performance in the form of rectification of the defect - if this is possible - or supply of a new non-defective item. In the case of rectification of the defect, we shall bear all expenses required for the purpose of rectifying the defect, particularly transport, infrastructure, labour and material costs, provided that these are not increased as a result of the goods having been taken to location other than the place of performance.
- (3) If the supplementary performance is not satisfactory, the customer may choose between withdrawing from the purchase agreement or demanding a reduction of the purchase price.

Section 16 Retention of title in the case of sales

The recyclables we supply to the customer will remain our property until all current and future outstanding payment claims we have against the customer on the grounds of the business relationship are satisfied in full, in relation to all companies in the Reiling group (group current account reserve). Extended retention of title is also considered agreed in relation to all purchase agreements with the customer. Should the Customer act in breach of the contract, particularly in the case of default of payment, we may repossess the purchased item. Repossession of the purchased item by us does not constitute withdrawal from the contract, unless we have expressly declared this in writing. Seizure of the purchased item by us always constitutes withdrawal from the contract. After recovering the purchased item, we are authorised to sell it; the proceeds of the sale will be used to settle the customer's liabilities (less reasonable disposal costs).

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- (1) The customer may resell the purchased item in the ordinary course of business; however, they hereby assign to us all receivables in the sum of the final invoice amount (including VAT) of our claim which they collect from their buyers from the resale, irrespective of whether the purchased item was resold before or after processing. The customer also remains entitled to collect these receivables after assignment. Our authorisation to collect the receivables ourselves remains unaffected. However, we shall refrain from collecting the receivables ourselves for as long as the customer fulfils their payment obligations from the revenues collected, is not in default of payment and, in particular, insolvency proceedings have not been applied for or payments have not ceased. If this is the case, however, we may demand that the customer disclose the claims assigned and their debtors to us, provide all information required for collection, submit the related documents and notify the debtors of the assignment.
- (2) The purchased item is always processed, combined or mixed by the customer for us. If the purchased item is processed, combined or mixed with other items which do not belong to us, we will acquire co-ownership of the new item in proportion to the value of the purchased item (total invoice amount including statutory VAT) relative to the other processed items at the time of processing. The customer must assign co-ownership to us. Items arising as a result of processing, combining or mixing are otherwise subject to the same conditions as a purchased item supplied under reservation of title.
- (3) We shall release the securities we hold at the customer's request if and when the realisable value of the securities exceeds the claims to be secured by more than 50%; we may choose which securities are released on these terms.

IV. *Special purchasing conditions*

Section 17 Acceptance of offers

The customer is obligated to accept our order within a time limit of 2 weeks; after this, we are no longer bound to our order. Delivery in accordance with the order is also considered acceptance.

Section 18 Prices; payment terms

- (1) The price stated in the order is binding and includes the statutory VAT. In the absence of any other written agreements, the price includes the cost of delivery and packaging.
- (2) We can only process the customer's invoices if they state the order number stated on our order and if the legal requirements of proper invoicing are met. The customer is liable and responsible for any losses incurred as a result of failure to fulfil the above obligations.
- (3) Unless agreed otherwise in writing, we shall pay the purchase price within 14 days of delivery and receipt of the invoice, less a 3% discount, or within 30 days of receipt of the invoice with no deductions.
- (4) We are entitled to set-off and retention rights to the extent stipulated by law.

Section 19 Delivery time; default

- (1) The delivery time specified in the order is binding.
- (2) The customer shall immediately inform us in writing if circumstances arise or become apparent to them which would mean that the agreed delivery time specified by them.
- (3) In the event of a delay in delivery, we are entitled to the statutory claims.

Section 20 Duty to examine and object to defects; warranty

- (1) Section 377 HGB applies if and when the goods purchased by us are checked for any discrepancies in quality and quantity within a reasonable period of time. The objection is punctual if it is received by the supplier promptly within two weeks of receipt of the goods or, in the case of concealed defects, also promptly within two weeks of discovery; notification by fax or email will be sufficient.
- (2) We are entitled to the statutory defect claims in full. Regardless of this, we are entitled to choose between demanding that the customer rectify the defect or supply a new item. The right to compensation, particularly to compensation instead of or in addition to performance, is expressly reserved.
- (3) The limitation period for the warranty is 3 years, calculated from the transfer of risk.

Section 21 Product liability; exemption; liability insurance

- (1) If the customer is responsible for a product defect, they shall indemnify us against third-party claims for compensation in this respect at first request.
- (2) Within the scope of their liability for damage in accordance with paragraph 1, the customer shall also reimburse any expenses in accordance with Sections 683, 670 BGB and Articles 830, 840, 426 BGB which arise from or in connection with a product recall carried out by us. Where possible and reasonable, we shall inform the customer of the content and scope of the respective recall action to be taken and give them the opportunity to respond. Other statutory claims are not affected.
- (3) The customer shall obtain product liability insurance with a minimum sum insured of 5 million euros per insured event for personal injury and material damage. If we are entitled to further compensation claims, these will not be affected by any insurance payments. Adequate insurance cover must be proven to us if necessary by presentation of a corresponding insurance policy.

Section 22 Property rights

- (1) The customer is responsible for ensuring that no third-party rights in or outside the Federal Republic of Germany are infringed in connection with their supply.
- (2) If third-party claims are brought against us nonetheless, the customer shall indemnify us against these claims in full at first written request.

Section 23 Reservation of ownership

We only recognise simple reservation of ownership on the part of our customers. We expressly object to other forms of reservation of ownership; the customer may not invoke these.