

General Terms and Conditions of Business for the Acceptance of Waste Wertstoffaufbereitung GmbH Edersleben

Clause 1 - General / scope of application

The following General Terms and Conditions of Business apply to Wertstoffaufbereitung GmbH Edersleben. The acceptance of waste for reutilisation and disposal and also of hazardous waste for proper and safe disposal and reutilisation shall be exclusively governed by the "General Terms and Conditions of Business" set out below and by the work regulations of the plant in question. Any contrary terms and conditions of our business associates shall not apply, not even if we have not raised any explicit objection to such terms and conditions. Any alternative arrangements must be made in writing.

Clause 2 - Placing orders

When placing orders for the acceptance and reutilisation of waste the client / supplier shall indicate the type, quantity and volume of the waste to be accepted and shall expressly recognise these General Terms and Conditions of Business.

Clause 3 – The client's legal responsibility under the laws on waste

The client / supplier must declare the waste in accordance with the applicable primary and secondary legislation. The only type of waste that may be accepted and collected are the types mentioned in our waste acceptance catalogue. In the order that is placed we must be given all details necessary for proper disposal, such as the composition of the waste material, the producer of the waste material, the name of the client and the vehicle registration number along with the municipality of origin. The client must automatically inform us of every change in the composition of the waste materials, without special request. We are not obliged to verify the accuracy of the details provided by making an analysis.

Waste materials delivered on open loading platforms or containers must be secured by nets, tarpaulin or covers. There is no right of use for vehicles that are not properly covered. Delivery must be made in such a way that there is no pollution of public roads and the drives to the plants.

We have the right to reject waste materials that differ from the contractually agreed and permitted types and to charge the client for the costs incurred and for any additional costs.

Clause 4 - Accompanying documents required under laws on waste

In as far as it should be necessary, the client must submit the evidence required by the authorities (evidence of disposal, consignment notes/handover certificates) in good time, fully completed and signed. The non-issue of a permit or any delay in issuing a permit shall not give rise to any claims.

Clause 5 Rejection of waste materials

We may refuse to accept waste materials if

- 1) Waste materials are delivered or provided that are not permitted by law, by the authorities or in the acceptance catalogue of the disposal or reutilisation plant and/or that differ from the type of waste specified in the documents submitted at the time when the contract was formed;
- 2) Contractual terms or the provisions of public law concerning the disposal or utilisation of waste are not observed;
- 3) Unfavourable, previously unknown effects for Wertstoffaufbereitung GmbH Edersleben on disposal or reutilisation are to be feared in the individual case from the delivery;
- 4) Reutilisation and disposal become unlawful or unreasonable after the contract has been formed due to laws, regulations, official requirements or similar;
- 5) The debtor is in arrears with its financial obligations, is threatened by insolvency, has become insolvent or has filed for insolvency; or
- 6) We have not been consulted about the delivery date before the delivery is made, despite our having made such a request.

Clause 6 - Terms of payment

- 1) The prices agreed by contract shall apply. If no prices have been agreed in writing, the applicable price list of Wertstoffaufbereitung GmbH Edersleben shall apply. If settlement is made according to weight, the difference between the first weighing and the second weighing on the calibrated scales of the plants shall be deemed the delivered quantity.
- 2) Unless otherwise agreed by contract, the fee shall be due immediately and paid in cash to Wertstoffaufbereitung GmbH Edersleben. When the invoice is issued, the invoice amount shall be due immediately without any deductions, unless otherwise agreed by contract. The client shall be in default with its obligation to make payment if no payment has been made 7 days after the due date and the receipt of an invoice. There is no need for a reminder in this case. The law governing the consequences of late payment shall apply.
- 3) The client only has rights of setoff if its counterclaims have been finally recognised by a court of law, are undisputed or have been recognised by ourselves. Apart from this, the client shall be entitled to exercise a right of retention in as far as its counterclaim is based on the same contractual relationship.

Clause 8 - Adjustment of the fee

- 1) If there should be any change in the costs as a result of a change in the general conditions (e. g. due to amendments to the law, changes in taxes, dues and charges), we shall have the right to adjust the fees to take account of the changes as from the time that they become effective.
- 2) If the conditions for the service (e. g. the general economic conditions) should undergo a significant change after the order has been placed, the contract may be amended by joint agreement.

Clause 9 Liability and damages

- 1) The client and the client's agent shall be jointly and severally liable for all claims of Wertstoffaufbereitung GmbH Edersleben. In addition to the payment of the fee, this also includes liability for damage caused by the delivery of waste that may no longer be admitted to disposal, by failing to observe these General Terms and Conditions and the work regulations of the disposal plants and all damage that we or third parties suffer by accepting waste as well as damage caused by disregarding the instructions of the personnel. We must be indemnified against all claims asserted by third parties.
- 2) We are not liable for any damage suffered by authorised clients and users on making use of the disposal plants. This also applies to damage to tyres. This disclaimer does not apply to personal injury and damage to property caused by intent or gross negligence on the part of the plant.
- 3) The client is liable for damage caused as a result of inaccurate or insufficient information or an inaccurate or insufficient declaration concerning the waste to be disposed of by ourselves. In the event of damage the client shall bear the burden of proof for showing that Wertstoffaufbereitung GmbH Edersleben was provided with full and accurate information.
- 4) We are not liable for damage caused by delays due to force majeure. When such events are taking place our obligations will be suspended. We will make efforts to put an immediate end to any disruptions or interruptions.
- 5) Otherwise we shall only be liable in accordance with mandatory statutory provisions. In this case, however, any damage we are liable for shall be limited to the typical, foreseeable damage.
- 6) Where we have disclaimed liability for damages, this shall also apply with regard to the personal liability of our staff, employees, workers and agents acting vicariously on our behalf.
- 7) The client shall guarantee that it can perform the contract in every respect and on a permanent basis. Should any default under a long-term contract last for more than one month, we shall have the right to rescind the contract. In such a case we reserve the right to assert the statutory claims for damages.

Clause 10 - Place of jurisdiction / place of performance

- 1) In as far as the customer is a merchant, the place of jurisdiction shall be the place where we have our principal place of business. However, we also have the right to take legal action against the client in the client's place of residence.
- 2) The contract shall be governed by the law of the Federal Republic of Germany.
- 3) If nothing else is stated in our acknowledgement of the order, the place of performance shall be the place where we have our principal place of business.
- 4) The invalidity of individual terms shall have no bearing on the validity of the remaining provisions. Invalid provisions shall be replaced by valid ones which come as close as possible to the intended economic outcome.