

Standard Terms and Conditions of Business

1. General Provisions

1.1 Scope of Application

These Standard Terms and Conditions of Business ("Terms and Conditions") set out the terms and conditions upon which we provide our services. They automatically apply to future agreements with the same Customer (hereinafter "CUSTOMER") regardless of whether we specifically reference them in an individual case.

These Terms and Conditions only apply if the CUSTOMER is an entrepreneur (§ 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), a legal person organized under public law or a special fund under public law.

1.2 Exclusive Application / Order of Priority

The provision of our services is governed by our Terms and Conditions exclusively. Any deviating, conflicting or amending terms contained in the CUSTOMER's own Terms and Conditions will only become an integral part of the contract if and to the extent that we have expressly consented to them.

If there are several contractual documents, the documents will apply in the order of priority set out below:

- A waste disposal/transportation contract signed by us and the CUSTOMER
- Our quotation
- Acceptance conditions/information sheets of the respective disposal facilities in the current version
- Certificate of disposal/Waste declaration
- These Terms and Conditions

1.3 Individual Agreements

Where any individual agreements are made with the CUSTOMER (including ancillary agreements, supplementary agreements and amendments) in individual cases, such agreements will, in all circumstances, take precedence over these Terms and Conditions.

1.4 Legally Relevant Declarations and Notices

Where the CUSTOMER, after the conclusion of the contract, must provide us legally relevant declarations and notices (e.g. notices setting deadlines, notices of defects, notices of rescission or notices to reduce the purchase price), same must be issued in „text form“ ("Textform" in the meaning of sec. 126b German Civil Code; e.g. by postal mail, e-mail or fax) in order to be valid.

1.5 References to the Application of Statutory Provisions

Any references to the application of statutory provisions are only for the purposes of clarification. Even without such clarification, statutory provisions apply to the extent that these Terms and Conditions do not directly alter or expressly exclude them.

2. Conclusion of Contract and Prices

Our written quotations regarding the services to be provided will be submitted in „text form“ to the CUSTOMER. Unless a different period is expressly stated in our quotation, we will be bound by it for a period of 4 weeks following its receipt by the CUSTOMER.

Any information or advice that we give over the phone is provided to the best of our knowledge. It is, however, always non-binding and given without liability on our part. All services provided by us or by third parties contracted by us will be invoiced on the basis of the prices stated in the respective quotation; in all other cases, the prices valid at the time that the service is provided will apply. All prices are net prices and subject to the application of value-added tax in the amount applicable at the time that the service is provided.

Where waste is billed by volume, the water volume of the packaging and transport containers used or the volume determined by us upon acceptance applies.

Where the price for services depends on the weight of the waste, the weight ascertained at the time when the waste is accepted at the respective waste disposal facility is decisive. If the quantity of waste documented in the consignment bill differs from the quantity stated in the weighing certificate, the information in the latter will be binding for invoicing purposes.

For other services, we charge either in accordance with the calculation units specified in our quotation or our currently valid prices.

The prices quoted for transport services or the provision of a vehicle usually include labor costs for one person. If additional personnel is required or regular working hours are exceeded or if special or emergency services are required, the prices for these services will be based on the wage or overtime surcharges applicable under the collective bargaining agreements to which we are a party or will be based on a flat rate for the particular job.

If, in addition to the services that we offer, there are any charges by public authorities that apply, they will be calculated in accordance with the relevant fee schedules and other public-law provisions regulating costs.

3. Use of Vicarious Agents

We are entitled to engage third parties to fulfill our contractual obligations provided that such persons possess the necessary permits and qualifications.

4. Prerequisites for Waste Delivery/Transportation

Where waste is delivered to the disposal facility that we have designated, which may be operated by us or a third party contracted by us, as well as when waste is transported, the following prerequisites apply: compliance with the statutory provisions, including the Waste Management Act (Kreislaufwirtschaftsgesetz - KrWG), the Regulation on Waste Recovery and Disposal Records (Verordnung über die Nachweisführung bei der Entsorgung von Abfällen - Nachweisverordnung - NachwV) and, in the case of cross-border waste shipments, Regulation (EC) 1013/2006, and, in addition, our prior agreement or that of the third party contracted by us has been obtained regarding the date.

5. Excluded Substances

As a rule, we do not accept the following substances:

- Explosives
- Radioactive substances
- Biological and chemical agents
- Unknown materials
- Captured gases (hazardous waste incineration plant of AVG Abfall-Verwertungs-Gesellschaft mbH)
- Substances covered by plant-specific exclusion criteria

6. Obligations of the CUSTOMER

The CUSTOMER must ensure that the waste that it delivers and/or makes available for transportation:

- Conforms to the waste specifications set out in the contract with the CUSTOMER (section 1.2 (a)) or in the quotation (section 1.2 (b)) in terms of its type, composition and the degree to which it represents a hazard
- Conforms to the other safety-related information provided by the CUSTOMER
- Does not contain substances which are not mentioned in the description of the waste pursuant to (a) or which, according to generally accepted standards, are not to be expected in the respective type of waste
- Does not contain any excluded substances pursuant to section 5

Furthermore, the CUSTOMER must comply with the requirements set out in the delivery conditions and information leaflets of the respective disposal facility whenever it delivers waste or makes it available for transportation. We will make express reference to the information leaflets in the quotation that we submit to the CUSTOMER. There will either be a link to the information leaflets on the homepage of the operator of the disposal facility referred to in our quotation or a copy of the information leaflets will be attached to our quotation.

In addition, the CUSTOMER must, without being requested to do so, indicate to us any possible hazards of which it is aware that may emanate from the waste - in particular those that may arise in the event of improper handling.

7. Procedure in the Case of CUSTOMER'S Non-Compliance / Liability of the CUSTOMER

Where waste is delivered or made available for transportation and if the required verification documents are not provided or not provided in the prescribed form or are incomplete, then we or the third party contracted by us will be entitled to refuse to accept and/or transport the waste or to (subsequently) reject the waste or agree to dispose of it properly against payment of any additional costs. The regulatory requirements apply to the further procedure.

We will also be entitled to the above-mentioned rights if the CUSTOMER breaches one or more of its obligations under section 6.

The CUSTOMER agrees to compensate us, our employees and/or our affiliates within the meaning of § 15 of the Stock Corporation Act (Aktiengesetz – AktG) and/or our affiliates' employees for any costs or damage incurred as a result of the CUSTOMER's intentional wrongdoing or negligence or the breach of its obligations pursuant to § 6.

In addition, the CUSTOMER must indemnify us against any claim that a third party, such as the operator of a disposal facility that does not belong to us, asserts against us as a result of the CUSTOMER's intentional wrongdoing or negligence or the breach of its obligations pursuant to § 6. We will notify the CUSTOMER without delay if a third party asserts any such claim.

The foregoing will not affect any other statutory rights to which we are entitled.

The CUSTOMER is liable for its own intentional wrongdoing and negligence as well as for that of third parties contracted by it.

8. Containers Provided by Us

If, in connection with a disposal and/or transportation order, we or the third party contracted by us provides the CUSTOMER with containers, the CUSTOMER must protect them against loss, damage and destruction. The CUSTOMER must comply with any technical, contractual or legal regulations during the assembly, filling, loading and transportation of containers.

Where our containers or container systems cannot be cleaned in the usual manner, we will charge the cleaning costs to the CUSTOMER.

9. Special Provisions for Disposal Services

9.1 Obligation to accept and dispose of the waste

We are obligated to accept and dispose of the waste only when the waste disposal facility designated by the Parties for disposal is operational.

The respective waste disposal facility is considered operational if

- there is no downtime or breakdown of the waste facility or individual components thereof that are relevant for the waste disposal, and
- there are no statutory, licensing or regulatory grounds prohibiting the acceptance or disposal of the waste at the designated waste disposal facility, which grounds were unforeseen at the time that the contract was concluded.

9.2 Deliveries by the CUSTOMER

The CUSTOMER is responsible for transporting the waste between the waste's point of origin at the CUSTOMER's location and the disposal facility designated by us except where the CUSTOMER has requested us to perform this service. The above transportation will be at the CUSTOMER's own risk and the CUSTOMER must assume full responsibility for the related costs.

Except where we have been contracted to do so, the CUSTOMER is responsible for ensuring that the waste for delivery is packaged and marked in accordance with the relevant regulations and that the transport documents required under the relevant dangerous goods regulations are available before and during transportation as well as upon delivery. The CUSTOMER must provide us with any required safety data sheets.

9.3 Deliveries by the CUSTOMER

9.3.1 Form of Delivery

We or the third party contracted by us will specify the form (e.g. suction truck, container, barrels) that delivery must take. The CUSTOMER must adhere to such specifications.

The CUSTOMER is liable for any damage or expense that results from the use of unsuitable or defective containers and for insufficient or incorrect labeling.

We assume no liability if a container cannot be emptied completely.

9.3.2 Acceptance Inspection

We will inspect the waste delivered before we accept it. The possession of the waste actually delivered will pass to us after we have conducted our acceptance inspection and after completion of the procedure provided for in the Regulation on Waste Recovery and Disposal Records.

9.4 Waiting Times at Facilities

If, due to waiting times at the facilities, any additional costs for transportation arise, these will be borne by the CUSTOMER.

9.5 Safety Regulations / Instructions

The dangerous goods regulations, the safety rules of the relevant waste disposal facility (to be handed out upon delivery) and the relevant accident prevention regulations apply at our waste disposal facilities and those of the third parties contracted by us to provide waste disposal services. The CUSTOMER must observe these provisions without fail.

When the CUSTOMER or a third party contracted by it enters the premises of the disposal facility to which the waste is delivered, same must comply with instructions given by the disposal facility's staff. Failure to comply with such instructions may result in the CUSTOMER or its agents being barred from the premises.

Section 7 applies by analogy in the event of non-compliance with the above paragraphs.

10. Special Provisions for Transport Services and Separator Systems

10.1 CUSTOMER'S Duty to Provide Information and to Take Preparatory Action

The CUSTOMER undertakes to provide precise information regarding the conditions on its premises, material circumstances and safety-related matters before we or the third parties contracted by us enter its premises.

The performance of our services is conditional on the availability of safe and usable roads as well as of proper parking facilities. The CUSTOMER is responsible for checking/ensuring the availability of road access and parking facilities. Furthermore, the CUSTOMER must ensure free access to the waste and, if necessary, provide a workspace that complies with the relevant regulations. The CUSTOMER undertakes to obtain any necessary official permits.

The CUSTOMER must ensure that all necessary connections, pipes and shafts are freely accessible. This applies, in particular, to the cleaning and flushing of sewers, pipes and separator systems.

If, due to the CUSTOMER's inadequate preparation or lack of cooperation, we are prevented from or delayed in performing our work, the CUSTOMER will be liable for same. In this case, we will be entitled to invoice the CUSTOMER for any additional costs that we thereby incur. The same applies to any empty runs caused by the CUSTOMER.

10.2 Loading

The CUSTOMER must ensure that the vehicles, containers and waste are marked. It must, at the latest upon conclusion of the contract, provide us with complete information as to the type of waste and its components; in particular, waste subject to the Regulation on the National and International Carriage of Dangerous Goods by Road, Rail and Inland Waterways (Gefahrgutverordnung Straße, Eisenbahn und Binnenschifffahrt – GGVSEB) and the ADR, must be separately declared.

The CUSTOMER must not exceed the permissible load capacity of the vehicles or containers, and it must load them in such a way that safe transport is ensured (in accordance with the above-mentioned legislation).

The CUSTOMER is liable for damage and costs caused by overloading and/or incorrect loading and/or incorrect declaration.

10.3 Separator Systems

In the case of separator systems (grease and light liquid separators), our services relate exclusively to the associated containers. We will charge separately for the cleaning of pipes, shafts or other components. As a rule, our staff will not climb onto or into containers for cleaning purposes. If the CUSTOMER wishes our staff to climb onto or into containers for cleaning purposes, it must notify us of this in advance. The measurements, protective measures and surcharges required for this will be charged to the CUSTOMER as special services.

10.4 Containers Belonging to the CUSTOMER

Where the CUSTOMER provides its own containers, it has sole responsibility for ensuring that they are suitable for transport purposes.

If we have to take additional measures during transportation because the CUSTOMER's containers have defects or because it did not load them properly, the CUSTOMER will bear the costs of such measures.

11. Terms of Payment

11.1 Payment Deadline

Invoices must be paid in full no later than 14 days from receipt. Clear reference to the invoice number must be made when submitting payment. Where we have agreed to dispose of waste, the CUSTOMER's payment obligation arises upon acceptance of the waste at the disposal facility. The payment obligation is independent of the time of the actual disposal of the waste. Payments must be made in euros using a cashless payment method. We do not accept bills of exchange.

11.2 Payment Default

If the CUSTOMER has not made payment by the end of the payment period, it will automatically be in default of payment. No payment reminder on our part is required. In the event of default in payment, we may charge interest on arrears pursuant to § 288 of the German Civil Code at the current rate of 9 % above the prime rate plus a flat fee pursuant to § 288 (5) of the German Civil Code (currently EUR 40).

11.3 Offsetting and Right of Retention

The CUSTOMER may offset our outstanding claims or exercise a right of retention only if its counterclaims are undisputed or have been found to be legally enforceable.

11.4 Cash Payment, Advance Payment and Provision of Security

We are entitled, in justified cases, including, but not limited to repeated default in payment, a bad credit rating or unclear creditworthiness on the part of the CUSTOMER, to demand payment in cash, advance payment or security at or before the delivery of waste.

11.5 Complaints About Invoices

If the CUSTOMER has a complaint about our invoice, it must notify us of this in „text form“ within 30 working days from receipt of the invoice. If it fails to comply with this deadline, it will be deemed to have accepted the respective invoice.

12. Data Protection

We are entitled to collect, store, modify and use the CUSTOMER's data that we require for performing our contractual obligations. These data are processed exclusively for these purposes.

We undertake not to transfer the CUSTOMER's personal data to any third parties unless we are obliged to do so by law or where we have obtained the CUSTOMER's express prior consent.

13. Force Majeure

13.1

Force majeure occurs if either Party's performance is prevented due to an event that could not have been foreseen or prevented even by the adoption of the utmost reasonable care, such as war, riot, terrorism, strikes or sabotage.

13.2

If an event of force majeure occurs, the affected Party must inform the other Party without delay and specify which contractual obligations it, due to the force majeure event, cannot perform at all or which it cannot perform punctually.

In cases of force majeure, the affected Party will be released from its duty to perform for the duration of the resulting interference and to the extent that same prevents its performance.

The affected Party will also be entitled to terminate the contract for good cause pursuant to § 648a of the German Civil Code. Good cause exists in particular if, when viewed objectively at the time of termination, it can be assumed that an event of force majeure of not insignificant duration (i.e. with a duration of more than 3 months) has occurred.

However, the aforementioned rights will only apply if the affected Party has complied with its duty to provide information under paragraph 1 and has not assumed the procurement risk pursuant to § 276 of the German Civil Code or provided a performance guarantee.

13.3

Force majeure includes: interventions by regulatory authorities, unavoidable shortages of energy and raw materials, transport bottlenecks or obstacles for which neither Party is responsible, operational hindrances for which neither Party is responsible - e.g. due to fire, water, damage to machinery/plant - and all other hindrances which, viewed objectively, were not intentionally or negligently caused by the Party invoking the force majeure event.

Force majeure events also include, but are not limited to disease or infectious outbreaks, epidemics, pandemics, and any event and/or chain of circumstances caused directly or indirectly by the COVID-19 pandemic that hinders or delays a Party's performance.

13.4

Where a date and/or a period for performance has been bindingly agreed and if the agreed date or period is exceeded due to events pursuant to § 13.1 and/or § 13.3, the other Party will be entitled to terminate the contract without notice after it has set the non-performing Party a reasonable grace period and this has passed without performance occurring. In such case, the other Party will have no further claims, in particular claims for damages against the non-performing Party.

13.5

The above provision (§ 13.4) applies accordingly if, for the reasons stated in § 13.1 and/or § 13.3, it would be objectively unreasonable for the other Party to continue to be bound by the contract even though no fixed date or period for performance was agreed.

13.6

Where a Party is affected by force majeure, but is excused from performance pursuant to the above provisions, the other Party is not entitled to bring a claim for damages against it.

14. Applicable Law and Jurisdiction

Unless expressly agreed otherwise, this contract will be interpreted and construed solely in accordance with the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

If the CUSTOMER is a merchant (Kaufmann) within the meaning of the German Commercial Code (Handelsgesetzbuch – HGB), the courts at the place where our company has its registered office will have exclusive jurisdiction for all disputes arising from or in connection with this contract. We are, however, permitted to bring action against the CUSTOMER before the courts which have general jurisdiction over the CUSTOMER.

15. Severability

In the event that any provision of this contract is or becomes invalid, this will not affect the validity of the remaining provisions. In such a case, the statutory provisions will apply instead of the invalid provisions.

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