

General terms and conditions for the
distillation and recovery of solvents

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> REMONDIS Group

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> GENERAL TERMS AND CONDITIONS FOR THE DISTILLATION AND RECOVERY OF SOLVENTS

> 1 Scope of application

- (1) These general terms and conditions apply exclusively to the contractual relationships between Contractor and Client.
- (2) General terms and conditions of the Client or third parties shall not apply even if the Contractor does not object separately to their application on an individual basis. They shall therefore only be effectively agreed if and insofar as the Contractor has recognised them expressly in writing as relating to the respective contract.
- (3) Amendments to these terms and conditions shall be communicated to the client in writing or, if agreed, electronically. They shall be considered authorised if the Client does not object in writing or the via the agreed electronic means. The Contractor shall inform the Client of this specifically when notifying them of the amendments. The Client must send their objection to the Contractor within 6 weeks after notification of the amendments.

> 2 Subject of the contract

- (1) The Contractor shall be the sole company performing the services listed in the service contract for the Client.
- (2) In the absence of a special agreement or provision, a contract shall be established via written order confirmation from the Client of an offer from the Contractor. If there is no written order confirmation, the contract shall be concluded on the terms of the offer with the handover of the waste by the Client to the Contractor.
- (3) The information provided by the Client in the proof of disposal (responsible declaration) and the conditions imposed by the regulatory bodies shall form the basis of the contract and thus constitute an essential part of this contract.
- (4) Offers of the Contractor shall remain valid for a period of 4 weeks from the date on which they are made.

> 3 Services of the Contractor

- (1) The scope of services includes, according to the type of service provision agreed,
 - (a) the provision of containers of the type, size and number specified in the contract for filling and collecting the waste agreed for disposal at the client from the commencement of the service,
 - (b) the payable exchange or emptying of provided containers of the appropriate type, size and number at the agreed location and transport of the waste to the recovery/disposal facility,
 - (c) the correct and legally compliant recovery/ disposal of the waste specified in the contract,
 - (d) the payable processing/distillation and return of the reclaimed material to the Client.The beginning of the specified service time and compliance with the service obligation presupposes the timely and proper fulfilment of the obligations of the Client.
- (2) Disposal shall be carried out, to the extent possible, using a mobile electronic paperless registration system. In this case, the Contractor shall be authorised to fulfil the obligations of the Client, make any necessary declarations, and take the necessary actions. The Contractor shall take action in this matter based on the instructions of the Client. In particular, the Contractor shall only check the nature and quantity of the waste to be taken over if they are obliged to do so on the basis of their own obligations. Inspection rights shall remain unaffected insofar as the waste disposal contract grants these to the Client.
- (3) In addition, all measures taken by the Contractor in addition to the actual disposal service (for example, testing or analysis) shall serve exclusively to fulfil the legal obligations of the Client.
- (4) The Contractor shall be entitled to perform the contractual services through reliable third parties.
- (5) If the contractually agreed service of the Contractor is no longer permitted due to amended legal regulations pertaining to the methods employed up to this point, the Contractor must carry out the disposal in accordance with the amended conditions. The Client shall bear any additional costs caused by this.

> 4 Obligations of the Client

- (1) The Client shall be responsible for creating all prerequisites for a proper, legally compliant provision of service.

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- (2) In the case of call orders, the services shall be called up in writing unless otherwise agreed.
- (3) The Client must declare the waste in full and accurately. The containers must only be filled with waste corresponding to the declaration. The Client must ensure that collection containers are properly filled by all users. The Contractor must be informed immediately of changes to the waste composition. Other material handed over for solvent recovery must be free from particularly dangerous substances, in particular toxic, caustic, explosive, polymerising, silicone-containing or radioactive substances.
- (4) The waste shall become the property of the Contractor upon its transfer to a collection container, another collection facility or the shipper in their collection vehicle. This shall not apply to waste that does not comply with the agreed declaration. Such waste can be rejected by the Contractor. If it has already been accepted, the Client must take back the waste which does not comply with the declaration at their own expense. If the Client refuses to take back the goods, the Contractor shall be entitled to dispose of this waste elsewhere and to invoice the Client for the costs.
- (5) The service obligations assumed by the Contractor shall not release the Client from their legal responsibility for the waste materials which must be recovered or disposed of.
- (6) If the Client receives remuneration from the Contractor for the transfer of waste, including by way of a credit note, they must remit the sales tax incurred to the responsible tax office if there is an obligation to pay sales tax associated therewith. If, in connection with exchange-like sales, the sales tax assessment basis for the disposal service increases, the Client must reimburse the Contractor for any sales tax which may be subsequently levied for this purpose.
- (7) On request, the Client must confirm to the Contractor the proper provision of the contractually agreed service. Insofar as there is an additional obligation to provide evidence of proper disposal, the Client must provide evidence using the form documents provided for this purpose by the Contractor or by means of the electronic proof of waste disposal procedure. For this purpose, the Contractor shall enable the Client to use the REGISTA® online data processing system in accordance with the terms of use still to be agreed. If the Client does not comply with their obligation to provide proof, including via a representative, at the time of disposal, the Contractor shall not be obliged to carry out the disposal.
- (8) The Client must notify the Contractor of deficiencies regarding disposal within 48 hours. They shall bear the burden of proof for services performed either not at all or in an improper fashion by the Contractor.
- (9) With regards to payment processing by the Contractor, the Client must immediately take back the reclaimed material and carry out an reception inspection/reception analysis before unloading unless otherwise agreed. Deviations from the agreed parameters must be reported immediately. The risk of destruction, loss or damage to the reclaimed materials shall be transferred on their dispatch, or, if the Client is collecting them, when they are provided to the Client.
- (10) The agreed regular schedules for service shall be binding. Downtimes and waiting times not caused by the Contractor as well as unsuccessful journeys shall be chargeable and are charged at the hourly rates for the service ordered.

> 5 Provision of waste containers

- (1) The Contractor shall provide the Client with the containers required to hold the waste for the agreed rental period unless otherwise agreed. The Client shall be liable for the careful use of the containers as well as for either their damage or loss during the period of the transfer. If the Client uses their own containers, these must be so-called EX-protected containers which meet both the legal requirements and the Contractor's requirements regarding proper and safe transport and handling.
- (2) The Client shall be obliged to both provide suitable storage space for the containers which enables easy, unimpeded and smooth exchange, and incoming and outgoing transport of the containers and, in particular, set up suitable travel options for the containers. Waiting times which the Contractor incurs due to non-fulfilment of this obligation can be charged to the Client.
- (3) The client shall be responsible for ensuring traffic safety for the containers made available. This shall also include the necessary securing of the container in public traffic areas. The Client must obtain the necessary official authorisations for the use of public traffic areas unless the Contractor has assumed this obligation. The Client shall bear any public charges levied for the authorisation. The Client shall be solely responsible for failure to secure the container or lack of authorisation. They must, if necessary, release the Contractor from third party claims.

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- (4) All operational changes relating to the collection of waste must be notified to the Contractor in writing at least 4 weeks in advance. Official orders which have an influence on the service to be provided by the Contractor must be reported immediately in writing. In the event of a breach of these notification obligations, the Client shall be liable for all costs and expenses caused to the Contractor.

> 6 Prices and payment terms

- (1) Unless subject to a different regulation, the prices valid on the day of the service provision shall apply. Unless otherwise agreed, the invoice amounts shall be due without deduction immediately after receipt of the invoice. All prices shall be exclusive of the legally-applicable Value Added Tax. They shall only include the services of the Contractor specified in the contract. Additional or special services not covered by the contract shall be invoiced separately insofar as these have been initiated by the Client or are required by law. This shall also apply to any fees, taxes, duties, etc. levied on the services provided by the Contractor.
- (2) Default interest of 8% above the applicable base rate shall be payable in the event of late payment by the Client. The Contractor shall be entitled to charge € 10.00 reminder fees per reminder as of the second reminder.
- (3) The Contractor shall be entitled to invoice the agreed basic container fee in advance in the first month of the billing period.
- (4) In the event of delay, the Contractor shall be entitled to both discontinue the services 10 working days after receipt of the second reminder and withdraw the containers. The Contractor shall charge an amount equal to the costs incurred plus the legally-applicable VAT per installation location/process for the recommencement of provision of the containers collected.
- (5) The Client shall only be entitled to assign claims against the Contractor in whole or in part with the prior consent of the Contractor.
- (6) The Client can only offset against the claims of the contractor with their own claims if these are undisputed, legally binding, or are in a close reciprocal relationship to the claim of the Contractor. The client shall also only be authorised to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

> 7 Price adjustment

If the costs underlying the price calculation change in the case of permanent obligations or benefits to be provided only after 4 months after the conclusion of the contract, the Contractor shall be entitled to adapt the contract to the amended conditions. The adjustment must be made in writing to the Client with reference to the changing cost elements. If additional costs occur during the contract period due to amendments in legal regulations, official requirements and or fees and other charges, the Contractor can request an amendment in the conditions corresponding to the proven cost increases from the time of the amendments. If the increase according to Sentence 1 is more than 10% of the agreed price, the Client shall be entitled to terminate the contract within 2 months with a notice period of 1 month.

> 8 Warranty

- (1) Client warranty rights presuppose that the Client has properly carried out their inspection and complaint obligations in accordance with Section 377 of the German Commercial Code [HGB].
- (2) If, despite all due care, the delivered goods contain a defect which already existed at the time of transfer of risk, the Contractor shall repair or replace the goods as they see fit, subject to timely notice of the defect. They must always be given the opportunity to render supplementary performance within an appropriate deadline. Their consent must be obtained before returning any goods.
- (3) If the supplementary performance fails for reasons for which the Contractor is responsible, the Client can withdraw from the contract. The right of the Client to assert further claims for damages under the conditions of the following Section 9 shall remain unaffected.

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- (4) Claims for defects shall not exist in the event of only insignificant deviations from the agreed quality, only insignificant impairments to utility, or damages which arose after the transfer of risk as a result of faulty handling or due to special external influences which are not anticipated in the contract. This shall also apply in the event that goods are unloaded or transferred into other containers despite a defect being identified during the reception checks which must be carried out. Any discolouration of the reclaimed materials shall not constitute a defect provided that its properties as a cleaning agent and solvent are not impaired. In the event of significant deviations from the agreed parameters, a defect shall only be deemed to be present if the deviations are determined using uniform measurement methods.
- (5) Claims on the part of the Client for expenses necessitated by supplementary performance, particularly transport, travel, labour, and material costs, shall be excluded if these expenses increase because the goods delivered by us were subsequently transported to a location other than the place of fulfilment unless their being brought there is consistent with use intended in these provisions.
- (6) The warranty period shall be four weeks and commence upon the transfer of risk. This limitation shall not apply to claims of the Client in accordance with Section 9 Paragraph 1.

> 9 Liability

- (1) The Contractor shall be fully liable for damage resulting from injury to life, limb or health as well as for damage based on wilful or grossly negligent breaches of contract and malice. For any other damage, no liability shall be assumed in the event of slightly negligent acts unless these concern a violation of an essential contractual obligation which is particularly important in order to achieve the purpose of the contract. In this case, liability shall be limited to the damage both foreseeable and typical to this type of contract. Insofar as permitted by law, any liability for consequential damage or indirect damage (for example, loss of production or consequential damage due to production, replacement purchases or material damage) and lost profit shall be excluded.
- (2) The Client shall be liable to the Contractor for the accuracy of the information provided by the Client. The Client must reimburse the Contractor for any additional work resulting from the information being incorrect. The client shall also be liable to the Contractor for all damage caused by the fact that they or the personnel commissioned by them violate the contractual obligations and, if applicable, releases the Contractor from any third party claims resulting therefrom.
- (3) The limitation of liability in accordance with Paragraph 1 shall not apply to claims under the Product Liability Act.
- (4) To the extent that the liability of the Contractor is excluded or limited, this shall also apply to the personal liability of their full-time staff, employees, representatives and agents.

> 10. Retention of title

- (1) The reclaimed material shall remain the property of the Contractor until all claims from the business relationship with the Client have been paid in full. The Client shall, however, be entitled to resell the reserved goods in the ordinary course of business.
- (2) The Client shall not be permitted to pledge or transfer the goods by way of security. In the event of pledges or other interventions by third parties, the Client must immediately notify the Contractor in writing so that the Contractor can bring an action in accordance with Section 771 Civil Process Ordinance [ZPO]. If the third party is unable to reimburse the Contractor for the judicial and extrajudicial costs of an action in accordance with Section 771 Civil Process Ordinance, the Client shall be liable for the failure incurred by the Contractor.
- (3) If the goods are inseparably mixed, processed or transformed with other objects that do not belong to the Contractor, the Contractor shall acquire co-ownership of the new item in the ratio of the objective value of the goods (final invoice amount including VAT) in the other mixed or processed objects at the time of mixing, processing or transformation. If the mixing or processing takes place in such a way that the Client's item is to be seen as the main item, it shall be agreed that the Client transfers the co-ownership to the Contractor proportionately. The Client shall retain the resulting sole or co-ownership for the Contractor. For the item resulting from processing, mixing or re-organisation, the same shall apply as applies for the goods delivered under reservation.
- (3) The Client's claim from the resale, re-organisation, processing or mixing of the goods subject to retention of title with respect to their clients or third parties, shall at this point be assigned to the Contractor in the amount of the final invoice amount (including VAT) of all claims against the Contractor, regardless of whether the goods have been re-sold without or after processing. The Client shall remain authorised to collect this claim even after the assignment. The authority

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of the Contractor to collect the claim itself shall remain unaffected. The Contractor shall, however, undertake not to collect the receivables as long as the Client fulfils their payment obligations arising from the proceeds collected, does not default on payment and there is no application for the opening of insolvency proceedings. If this is the case, the Contractor may request that the Clients disclose to them the assigned claims and the debtors in that respect, that they provide all the necessary information, surrender the appertaining documents and inform the debtors (third-parties) of the assignment. The assertion of the retention of title and a request for surrender in accordance with these conditions shall not constitute a withdrawal from the contract.

> 11 Duration of contract and termination

- (1) The contract shall have a term of 2 years, unless otherwise agreed. It shall be extended by another year if it is not cancelled with a notice period of 3 months before the expiry.
- (2) The right of the contractual parties to terminate the contract without notice for important reasons shall remain unaffected. An important reason shall exist in particular,
 - in the event of the Client's insolvency or application for the opening of insolvency proceedings against their assets or procedural rejection due to lack of assets pursuant to Section 26 Insolvency Ordinance [InsO]
 - if a commercial credit insurance can no longer be taken out for the Client
 - if essential contractual obligations are repeatedly violated.
- (3) Notice of termination must be given in writing.

> 12 Force majeure

The Contractor's duty shall be suspended provided the provision of the service is made significantly more difficult or impossible for reasons for which they are not responsible (for example, force majeure or other circumstances such as strikes, lockouts or official instructions). The implementation deadlines shall be extended by the duration of the disruption. This shall apply equally to weather-related disruptions.

> 13 Data Protection

The data recorded in connection with the contract shall be collected, processed and used by the parties in compliance with the data protection regulations. Insofar as personal data within the meaning of the General Data Protection Regulation (GDPR) are concerned, the data subject is hereby expressly informed.

> 14 Final provisions

- (1) Amendments and addenda to the contract must be made in writing in order to be effective, unless otherwise agreed in individual cases or in these terms and conditions.
- (2) Should one provision of this contract be ineffective, the remaining contractual provisions shall remain effective. The contractual parties shall be obliged to replace an ineffective contractual provision in good faith with a provision that comes as close as possible to the purpose of the ineffective provision. If this is not possible, statutory regulation shall replace the ineffective provision.
- (3) The place of jurisdiction for all current and future claims arising from this contract shall be the business headquarters of the Contractor.