

General Terms and Conditions of Purchase for REMONDIS Resource Management GmbH

§ 1 General; Scope of Application

1. The following General Terms and Conditions of Purchase (**AEB**) shall apply exclusively to all business transactions with our suppliers (hereinafter also referred to individually as a "**Seller**"). These AEB shall also apply to all future transactions between us and the Seller without the need for further reference to our AEB. They shall also apply if we do not expressly refer to them in subsequent contracts, in particular also if we accept the Seller's performance without reservation in the knowledge that the Seller's terms and conditions conflict with or deviate from our AEB.
2. Individual agreements made with the Seller in individual cases shall take precedence over these AEB. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
3. Legally relevant declarations and notifications to be made to us by the Seller after conclusion of the contract (e.g. setting of a deadline, reminder, declaration of withdrawal) must be made in writing to be effective.
4. References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these AEB.
5. Our AEB shall only apply if the Seller is an entrepreneur (§ 14 German Civil Code (*Bürgerliches Gesetzbuch, BGB*), a legal entity under public law or a special fund under public law.

§ 2 Conclusion of Contract

1. Our orders are only binding if they have been placed in text form (§ 126b BGB). A verbal order from us is only effective if it has been confirmed by us in the aforementioned form.
2. The submission of our offer to the Seller serves exclusively to inform the Seller with regard to a possible conclusion of a contract. By accepting the offer, the Seller undertakes to keep its contents confidential. In particular, the Seller undertakes not to disclose the offer and the prices, calculations, technical documentation, product descriptions, advertising materials or other documents submitted with the offer, either in whole or in part, to third parties. If the Seller does not agree to the above provisions, it shall be obliged to return the offer to us in full immediately after receipt without being requested to do so and without first making copies, other reproductions or storage of the offer.
3. Our order can only be accepted by written declaration within three working days, calculated from receipt by the Seller. A delayed acceptance is considered a new offer and requires acceptance by us.

§ 3 Prices and Terms of Payment

1. The price is agreed individually in text form and is binding. All prices are inclusive of statutory value added tax.

2. If the sale of fabricated material - loose, briquetted, baled or compacted in an auger compactor (*Schneckenverdichter*) - has been agreed, the price includes the collection of the material from the Seller and the assumption of the transport costs. However, the Seller shall, if necessary (such as in the case of agreed truck transport removal (with tarpaulin and bows)), undertake loading at its own expense and risk.
3. If the sale of non-fabricated material has been agreed, we shall provide collection containers or compactors. The provision of this technology as well as the collection represent independent services and are to be remunerated separately by the Seller. Offsetting against the Seller's purchase price claim is permissible in this case.
4. Other materials, in particular consumables used in our production process, shall be delivered free of charge by the Seller to the place specified in the purchase contract, the purchase order or the order confirmation. The price shall include all services and ancillary services of the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance), unless expressly agreed otherwise.
5. The billing mode and payment terms are agreed individually in each case. Interest on arrears does not accrue automatically. The statutory provisions shall apply to default of payment with the proviso that a reminder by the Seller shall be required in any case.
6. We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the Seller arising from incomplete or defective performance.
7. Unless expressly permitted by way of exception in these AEB, the Seller shall have a right of set-off or retention only in respect of counterclaims that have become *res judicata* or are undisputed.

§ 4 Delivery time; Acceptance

1. Collection/delivery shall take place at the place(s) of collection/delivery specified in the purchase contract, in the order or in the order confirmation. If a place of collection/delivery is not specified and nothing else has been agreed, the place of collection/delivery shall be the Seller's place of business specified in the purchase contract, in the order or in the order confirmation.
2. The Seller is obligated to enable or carry out the collection/delivery of the sold material on the date stipulated in the purchase contract, in the order or in the order confirmation. He is obliged to inform us immediately if he is unlikely to be able to meet agreed collection/delivery times - for whatever reason. Within the agreed times, containers and compactors must be available and accessible fully loaded. Bales must be tied up properly and in a manner suitable for transport.
3. If the Seller does not provide his service or does not provide it within the agreed collection/delivery time or if he is in default, he shall bear the necessary additional expenses. The assertion of further statutory claims (in particular rescission and damages in lieu of performance) remains expressly reserved.

§ 5 Transfer of Risk; Documents

1. The risk of accidental loss and accidental deterioration of the material shall pass to us upon handover at the place of performance specified in § 4 para. 1.
2. The Seller shall enclose a pick-up/delivery bill with the material to be picked up/delivered, stating the date (issue and provision), contents (material designation, type of packaging and weight) and our order ID (date and number). If the collection/delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.
3. The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Seller must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. collection, provision of containers or compactors). If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB).

§ 6 Warranty Rights

1. We shall have all statutory rights in the event of material defects and defects of title (including incorrect and short performance as well as improper loading) and in the event of other breaches of duty by the Seller, unless otherwise stipulated below.
2. In accordance with the statutory provisions, the Seller shall be liable in particular for ensuring that the material has the agreed quality at the time of transfer of risk. In any event, those descriptions of the material and the type of packaging which - in particular designated or incorporated by way of reference in the order or order confirmation - are the subject matter of the respective contract shall be deemed an agreement on the quality. The same applies to descriptions that were included in the contract in the same way as these AEB.
3. The Seller warrants that all the material sold is his sole property and that there are no third party rights (such as liens, rights from assignment of claims, conditional sale, etc.).
4. Notwithstanding Section 442 (1) sentence 2 BGB, we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
5. Section 377 of the German Commercial Code (*Handelsgesetzbuch, HGB*) shall apply to the commercial duties of inspection and notification of defects, subject to the following: Prior to collection/delivery, the Seller has the obligation to inspect whether the material to be collected/delivered complies with the agreed quality. If the collection of assembled material has been agreed, the Seller must inspect the material before it is assembled. He is also obliged to observe all safety and operating instructions when using the compactors and containers provided and to instruct his employees accordingly. Our obligation to inspect shall be limited to defects which become apparent upon collection/delivery under external inspection as well as during the incoming goods inspection at our respective customer. Obvious defects upon collection/delivery entitle us to immediately reject the material to be collected/delivered. In all cases, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is received by the Seller within 10 working days. Defects which become apparent shall be documented in a suitable form. Digital photos taken by us shall also be considered an admissible form of documentation.

6. The costs incurred by the Seller for the purpose of inspection and rectification of defects shall be borne by the Seller even if it turns out that there was actually no defect. Any liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
7. Insofar as we are liable to our customers on the basis of public statements made by the Seller or his assistants, in particular in the case of labelling or concerning certain properties of the material, in accordance with Section 434 (1) BGB, the Seller has to indemnify us against any expenses arising from and in connection with this liability, unless we have adopted the Seller's respective statements as our own.

§ 7 Retention of Title

1. We reserve all property rights and copyrights to transport and collection containers provided, in particular containers, screw compactors or semi-trailers and other items provided to the Seller. Such objects shall - as long as they are not returned - be stored separately at the Seller's expense and insured to the usual extent against destruction and loss. At the same time, the Seller hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The Seller is obliged to handle and store the items with the necessary care. In particular, he shall protect them against unauthorized access by third parties and observe the safety and operating instructions. He shall notify us immediately of any incidents, in particular damage and unauthorized access by third parties; if he culpably fails to do so, claims for damages shall remain unaffected.
2. The transfer of ownership of the material to us shall be unconditional and without regard to the payment of the price. In any case, all forms of extended or prolonged retention of title are excluded, so that any retention of title validly declared by the Seller shall only apply until payment of the material sold to us and for such material.

§ 8 Supplier Recourse

1. We shall be entitled to our statutory rights of recourse within a supply chain (supplier's recourse pursuant to §§ 478, 479 BGB) without restriction in addition to the claims for defects. In particular, we shall be entitled to demand from the Seller exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) shall not be restricted hereby.
2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 478 (3), 439 (2) BGB), we shall notify the Seller and request a written statement, briefly explaining the facts of the case. If the statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer; in this case, the Seller shall be responsible for providing counter-evidence.
3. Our claims under supplier's recourse shall also apply if the material has been further processed by us or one of our customers prior to its sale to a consumer.

§ 9 Producer Liability

1. If the Seller is responsible for damage caused by the defect of a product, he shall be obliged to indemnify us upon request against claims for damages by third parties to the extent that the cause is attributable to his sphere of control or organization and he himself is liable in relation to third parties.
2. Within the scope of his liability for cases of damage within the meaning of Clause 1, the Seller shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 BGB and Sections 830, 840, 426 BGB arising from or in connection with a recall action carried out by us. We shall inform the Seller about the content and scope of the recall measures to be carried out - insofar as this is possible and reasonable - and give him the opportunity to comment. Any further legal or contractual claims shall remain unaffected.
3. The Seller undertakes to maintain a product liability insurance with a coverage of at least € 1 million per personal injury or property damage - lump sum.

§ 10 Property Rights

1. The Seller warrants that the material sold by him and its utilization do not infringe any third party property rights in the territory of the Federal Republic of Germany. If we have notified the Seller that the material sold by him will be used in one or more countries outside the Federal Republic of Germany mentioned in our notification, the Seller also warrants that the material sold by him and its utilization do not infringe any third party property rights in the territory of the countries notified.
2. If claims are asserted against us by a third party due to an infringement of property rights for which the Seller is responsible pursuant to para. 1, the Seller shall be obliged to indemnify us against such claims upon first written request. With the consent of the Seller, we shall be entitled to reach agreements with the third party, in particular to conclude a settlement.
3. The Seller's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party. Other statutory or contractual claims shall remain unaffected.

§ 11 Secrecy

The Seller shall maintain confidentiality about our business and trade secrets which become known to him as a result of the conclusion of the contract or its initiation or in connection with the performance of the contract, even after the termination of the contract. Business and trade secrets are in particular such information concerning operational processes, business relations, know-how or similar and which are marked as confidential or are to be regarded as confidential due to the circumstances.

§ 12 Time Limitation

1. The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.
2. Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for claims based on defects shall be three years from the passing of risk. The three-year limitation period shall apply accordingly to claims arising from defects of title, whereby the statutory

limitation period for third parties' claims in rem for surrender of possession (Section 438 (1) No. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular due to the absence of the lapse of the limitation period.

3. The limitation periods of the law on sales including the above extension shall apply - to the statutory extent - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

§ 13 Choice of Law and Place of Jurisdiction

1. The laws of the Federal Republic of Germany shall apply to these AEB and other legal relationships between us and the Seller, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance and exclusive place of jurisdiction for all claims between us and merchants or legal entities under public law or special funds under public law shall be Essen, unless mandatory statutory provisions provide otherwise. However, we shall also have the right to bring an action against the Seller at the latter's statutory place of jurisdiction.

§ 14 Final Provisions

1. Should any of the above provisions be invalid or excluded by a special agreement, this shall not affect the validity of the remaining provisions.
2. The Seller is not entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.
3. We store and process data of our Sellers within the scope of our mutual business relationship in accordance with the Federal Data Protection Act and the General Data Protection Regulation (GDPR).