

## General terms and conditions of sale for REMONDIS Resource Management GmbH

### § 1 General; Scope of Application

1. Our deliveries and services are exclusively subject to the following General Terms and Conditions of Sale (**AVB**). These AVB shall also apply to all future transactions between us and our customer (hereinafter also referred to as "**Buyer**"), without the need for further reference to our AVB. They also apply if we do not expressly refer to them in subsequent contracts, services or offers, in particular also if we provide deliveries or services to the Buyer without reservation in the knowledge that the Buyer's terms and conditions are contrary to or deviate from our AVB. Any general terms and conditions of the Purchaser that conflict with, deviate from or go beyond these AVB shall not become part of the contract unless we have expressly agreed to their application in writing or in text form.
2. The legal relationship between us and the Buyer shall be governed solely by the written agreement including these AVB. Supplements and amendments to the agreements made, including these AVB, must always be made in writing (§ 126 German Civil Code (*Bürgerliches Gesetzbuch, BGB*)) to be valid. Individual agreements made verbally with the Buyer in individual cases shall in any case take precedence over these AVB. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for their content.
3. Legally relevant declarations or notifications to be made to us by the Buyer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in writing to be effective.
4. References to the applicability of statutory provisions shall only have a clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these AVB.
5. Our AVB shall only apply if the Buyer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

### § 2 Conclusion of Contract

1. Our offers to the Buyer are non-binding unless they are expressly marked as binding or contain a specific acceptance period. This shall also apply if we have provided the Buyer with technical documentation, other product descriptions (including advertising material) or documents - also in electronic form. In particular, the information contained in our offer or our order confirmation regarding the sold material, the delivery or service (e.g. weights, dimensions, technical data as well as drawings and illustrations) are only approximately accurate and do not constitute – as well as our documents, representations and other descriptions associated with the offer and the relevant product information or advertising material – a guarantee as to quality or as to durability of the materials to be supplied by us. In the case of sales based on samples, these merely warrant professional samples, but do not constitute the assumption of a guarantee within the meaning of Section 276 (1) BGB or a guarantee for the quality or durability of the material to be supplied by us within the meaning of Section 443 BGB.
2. The submission of our offer to the Buyer serves exclusively to inform the Buyer with regard to a possible conclusion of a contract. By accepting the offer, the Buyer undertakes to maintain confidentiality about its contents. In particular, the Buyer 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 Buyer does not agree to the above provisions, he shall be obliged to return the offer to us in full immediately after receipt without being requested to do so and without first making any copies, other reproductions or storage of the offer.

3. The order of the material by the Buyer shall be deemed to be a binding offer of contract. Acceptance of this offer shall be made at our discretion within two weeks by sending an order confirmation or unconditionally providing the ordered delivery or services.
4. Requests for changes made by the Buyer after conclusion of the contract can only be taken into account by us if this is possible with regard to our other contractual obligations. The Buyer shall bear the additional costs incurred as a result of these changes. We shall not be responsible for any delays in the completion and delivery of the material due to the change requests.
5. Insofar as the delivery quantity has been firmly agreed, we are entitled to deliver excess or short deliveries of up to 10% of the ordered order quantity. The quantity delivered shall be determined by weighing on delivery using a calibrated truck or big bag scale to be provided by the seller.

### **§ 3 Delivery; Transfer of Risk; Acceptance**

1. "Delivery" within the meaning of these AVB means, unless otherwise expressly agreed, delivery ex works (EXW) in accordance with Incoterms® 2020, which is also the place of performance. At the Buyer's request and expense, we shall ship the goods to another place specified in more detail in the order or order confirmation (sale by delivery to a place other than the place of performance).
2. The risk of accidental loss or accidental deterioration of the material shall pass to the Buyer at the latest upon handover of the material. If the Buyer is in default of acceptance, that has the same effect as a handover to the Buyer.
3. If the Buyer is in default of acceptance, fails to cooperate, in particular to pick up or accept the material or to have the delivery papers signed by an authorized person, or if the Buyer exceeds the time frame of 90 minutes provided between arrival and departure for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For this purpose, we shall charge - irrespective of whether collection or dispatch has been agreed - a lump-sum compensation amounting to 10% of the invoice amount per delivery attempt of the specific delivery. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump-sum compensation paid shall be credited against further monetary claims. The Buyer shall be entitled to prove that we have suffered no damage at all or only significantly less damage.

### **§ 4 Delivery Period and Delay in Delivery**

1. The date of delivery shall be agreed individually. If no express agreement has been made, the delivery date specified by us in the order confirmation shall apply. The Buyer must ensure that acceptance of the material - in the case of collection including loading and weighing - is possible within the individually agreed delivery time. A person authorized to sign the delivery papers for the Buyer must be present. The period between arrival and departure (handling time) must not exceed 90 minutes.

2. If we are unable to meet binding delivery deadlines for reasons beyond our control (in cases of force majeure or other unforeseeable circumstances beyond our control, e.g. interruption of operations due to fire, water and similar circumstances, breakdown of production facilities and machinery, failure to meet delivery deadlines or failure to deliver on the part of our suppliers, as well as interruption of operations due to shortage of raw materials, energy or labour, strike, lockout, epidemics or pandemics, use of force by third parties against persons or property - also at our supplier's -, sovereign intervention including currency and trade policy measures, difficulties in procuring materials or energy, traffic disruptions and other operational disruptions at our company or our supplier for which we are not responsible), we shall inform the Buyer of this without delay and at the same time notify the Buyer of the expected new delivery time. If the service is also not available within the new delivery time, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the Buyer. We shall not be liable for any damages incurred.
3. We are entitled to partial performance within the agreed delivery time if this is reasonable for the Buyer.
4. The occurrence of default in delivery shall be determined - unless otherwise provided above - in accordance with the statutory provisions. In any case, however, a reminder by the Buyer is required.

### **§ 5 Prices and Terms of Payment**

1. Prices and terms of payment shall be agreed individually. The prices are quoted in Euro ex works (EXW) in accordance with Incoterms® 2020 plus the respective statutory value-added tax and apply to the scope of delivery and performance set out in the order confirmation. If delivery of the material to a specific location has been agreed (sale by delivery to a place other than the place of performance), the price shall also include delivery ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer. Additional or special services will be charged separately by us.
2. We reserve the right to reasonably change our prices for those parts of a total delivery which are scheduled for delivery after the expiry of four months after the conclusion of the contract if, between the conclusion of the contract and the scheduled delivery date, price changes occur for us of input material to be procured by more than 5% and this price change has an effect on the total cost of the material. We will prove this to the Buyer on request, taking into account the individual cost elements and their significance for the total price. In the event of a price increase of more than 5%, the Buyer shall be entitled to withdraw from the respective contract within two weeks after receipt of our notification to the extent that deliveries and services are still to be provided by us.
3. Payment must be made within the agreed time without deduction. The date of receipt of the money by us shall be decisive for the date of payment. If the Buyer fails to make payment when due, interest shall be charged on the outstanding amounts from the due date at a rate of 8 percentage points above the respective base interest rate in accordance with § 247 BGB. We reserve the right to assert further damage caused by default. Our claim to the commercial due date interest (§ 353 German Commercial Code (*Handelsgesetzbuch, HGB*)) remains unaffected.
4. The Buyer shall only be entitled to rights of set-off and retention to the extent that its counterclaims are undisputed or have been finally determined by a court of law.

5. If the Buyer does not pay due invoices, exceeds a granted term of payment or if, after conclusion of the contract, we become aware of circumstances which call into question the solvency or creditworthiness of the Buyer and by which the payment of our outstanding claims from the respective contractual relationship is at risk, we shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security or to declare the entire existing residual debt of the Buyer due for immediate payment, subject to modification of the agreements made.
6. If we are unable to take out trade credit insurance for the business relationship with the Buyer at reasonable conditions customary in the market, we shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security, subject to modification of the agreements made.

### **§ 6 Buyer Obligations**

1. The Buyer undertakes to recycle the purchased material only in accordance with the statutory provisions. Insofar as the material sold is packaging waste subject to system participation within the meaning of the German Packaging Act (VerpackG), the Purchaser must carry out final recycling as the final recipient in accordance with the valid "Prüfleitlinien Mengenstromnachweis Systeme" (final recycling) published in connection with the LAGA in each case. In such cases, resale of the purchased material without processing shall be permitted, provided that final recycling is ensured. The final recycling must be proven to the seller by submitting suitable documents. In all other cases, resale of the material supplied by us without processing is not permitted. In the event of use of the material in breach of the contract or in the event of utilization not in accordance with the law, the Buyer shall indemnify us against third parties, in particular against authorities, for damages and all other claims. We expressly reserve the right to assert further claims.
2. The mandatory observance of and compliance with applicable environmental and social standards are of paramount importance to us. We therefore also expect our Buyers to respect and comply with the applicable environmental and social standards accordingly. Accordingly, the Buyer undertakes to comply with the aforementioned rules.

### **§ 7 Retention of Title**

1. All material delivered by us (reserved goods) shall remain our property by way of security until all our present and future claims against the Buyer arising from the supply contract and the business relationship existing with the Buyer (including balance claims arising from a current account relationship limited to this business relationship) have been satisfied in full. The Buyer shall store the goods subject to retention of title for us free of charge.
2. The material subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of all secured claims. If third parties gain access to the goods subject to retention of title, in particular by way of seizure, the Buyer shall immediately notify them of our ownership and inform us thereof in order to enable us to enforce our ownership rights. If the third party is not in a position to reimburse us for the court or out-of-court costs incurred in this connection, the Buyer shall be liable to us for these.
3. In the event of conduct in breach of contract on the part of the Buyer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the material on the basis of the retention of title (case of realization).

4. The Buyer shall be entitled to process and sell the reserved goods in the ordinary course of business until the event of realization occurs (cf. para. 3 above). In this case, the following provisions shall apply in addition:
- a. The retention of title shall extend to the products resulting from the processing, mixing and/or combining of our material at their full value. If, in the event of processing, mixing or combining with the material of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined material. Otherwise, the same shall apply to the resulting product as to the material delivered under reservation of title.
  - b. The Buyer hereby assigns to us by way of security any claims against third parties arising from the (re-)sale of the product in total or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. The same shall apply to other claims which take the place of the reserved goods or otherwise arise in respect of the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. We accept the assignment. The obligations of the Buyer stated in para. 2 above shall also apply in respect of the assigned claims.
  - c. We revocably authorize the Buyer to collect claims assigned to us in his own name as long as the Buyer meets his payment obligations towards us, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in his ability to pay. However, he shall not be entitled to agree a current account relationship or a prohibition of assignment with his customers with regard to these claims or to assign or pledge them to third parties. If, accordingly, a current account relationship exists between the Buyer and the purchasers of our reserved goods, the claim assigned in advance shall also relate to the acknowledged balance and, in the event of the Buyer's insolvency, also to the balance then existing.
  - d. If one of the cases mentioned in para. 4 lit. c sentence 1 occurs, we may demand that the Buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs debtors (third parties) of the assignment. We are entitled, after appropriate warning to the Buyer, to notify the Buyer's debtors of the assignment ourselves at any time and to collect the claims.
  - e. If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

### **§ 8 Claims for defects of the Buyer**

1. The statutory provisions shall apply to the rights of the Buyer in the event of material defects and defects of title, unless otherwise stipulated below.
2. The basis of our liability for defects is primarily the agreement reached on the quality of the material. The material description which is the subject of the individual contract shall be deemed to be the agreement on the quality of the material. Insofar as the quality has not been agreed, it shall be assessed according to the statutory regulation whether a defect exists or not (§ 434 para. 1 sentences 2 and 3 BGB).
3. The material delivered by us shall be carefully inspected by the Buyer immediately after delivery. The material delivered by us is deemed to be approved if we do not receive a written notice of defect with regard to obvious defects or other defects that were

recognizable upon immediate inspection within five working days after delivery of the material or otherwise within five working days after discovery of the defect or any earlier point in time at which the defect was recognizable to the Buyer upon normal use of the material without closer inspection. In addition, the Buyer shall be obliged to notify us of any recognizable quality defects in order to be able to remedy such defects at the time of purchase. If the Buyer fails to carry out the proper inspection and/or notify us of the defect, our liability for the defect not notified shall be excluded. Furthermore, the assertion of defect rights by the Buyer shall only be possible as long as the material complained of is still available at the Buyer's premises without being mixed and/or processed, unless the Buyer can prove, even after mixing and/or processing, that it is defective material which was supplied by us.

4. If the delivered material is defective, we shall be entitled to remedy the defect by delivering defect-free material (replacement delivery). Our right to refuse the selected type of subsequent performance under the statutory conditions shall remain unaffected. The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the material complained about for inspection purposes. He shall cooperate in the supplementary performance, in particular load the defective material when it is collected by us.
5. We shall bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect is actually present. However, if a request by the Buyer to remedy a defect turns out to be unjustified, we may demand reimbursement of the resulting costs from the Buyer.
6. If the supplementary performance has failed or if a reasonable period to be set by the Buyer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Buyer may withdraw from the contract and reduce the price. In the case of an insignificant defect, however, there shall be no right of withdrawal.
7. Claims of the Buyer for damages or reimbursement of futile expenses based on our fault shall only exist in accordance with § 9.
8. Recourse claims of the Buyer against us pursuant to § 478 BGB (supplier recourse) shall only exist to the extent that the Buyer has not entered into an agreement with its customer exceeding the statutory claims for defects.

### **§ 9 Other Liability**

1. Insofar as nothing to the contrary arises from these AVB including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
2. We shall be liable for damages - irrespective of the legal grounds - in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable
  - a. for damages resulting from injury to life, body or health,
  - b. for damages resulting from the breach of an material contractual obligation. Material contractual obligations are those obligations the fulfilment of which is essential to the proper performance of the contract and on the fulfilment of which the contractual partner regularly relies on and may rely on. In this case, however, our liability shall be limited to compensation for damages that were objectively foreseeable at the time of conclusion of the contract as possible consequences of a breach

of contract when exercising due care and diligence. In this case, we shall in particular not be liable for loss of profit of the customer that is not foreseeable in a typical contract and other indirect consequential damages that are not foreseeable.

3. The above exclusions and limitations of liability shall apply to the same extent in favour of our corporate bodies, legal representatives, employees and other vicarious agents.
4. Insofar as we provide technical information or, in exceptional cases, act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.
5. The limitations of liability resulting from § 9 shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the material. The same shall apply to claims of the Buyer under the Product Liability Act.

#### **§ 10 Secrecy**

The Buyer 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 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.

#### **§ 11 Time Limitation**

1. Claims of the Buyer due to material defects and defects of title of the defective material delivered by us or due to services rendered by us in breach of duty - including claims for damages and claims for reimbursement of futile expenses - shall become time-barred within one year from the statutory commencement of the limitation period, unless otherwise provided for in the following provisions.
2. Within the scope of the supplier recourse, the limitation of claims of the Buyer against us shall occur at the earliest two months after the point in time at which our customer or the other Buyer in the supply chain has fulfilled the claims of the consumer as an entrepreneur, unless the Buyer could have successfully invoked the defense of limitation against its contractual partner. The statute of limitations for the Buyer's claims due to defective material delivered by us shall in any case occur insofar as the claims of the Buyer's contractual partner against the Buyer due to defects of the material delivered by us to the Buyer have become statute-barred, but no later than five years after the date on which we delivered the respective material to our Buyer.
3. The one-year limitation period shall also apply to contractual and non-contractual claims for damages of the Buyer, even if they are not based on a defect, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases.
4. The limitation periods modified in accordance with para. 1 to 3 shall not apply to the limitation of claims based on injury to life, limb and health, nor to the limitation of claims under the Product Liability Act and based on defects in title of the material delivered by us, which consist in a right in rem of a third party on the basis of which the surrender of the material delivered by us can be demanded. Furthermore, they shall not apply to the limitation of claims of the Buyer which are based on the fact that we fraudulently concealed defects of the material delivered by us or that we intentionally or grossly negligently breached a duty. In these cases, the statutory limitation periods shall apply to the limitation of these claims.

### **§ 12 Choice of Law and Place of Jurisdiction**

1. These AVB and all legal relations between us and the Buyer shall be governed by the laws of the Federal Republic of Germany, excluding 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 is Essen. However, we shall also have the right to bring an action against the Buyer at the Buyer's statutory place of jurisdiction.

### **§ 13 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. Unless otherwise stipulated in these AVB, the Buyer may assign its contractual claims against us to a third party only with our consent. This shall not apply insofar as monetary claims are concerned.
3. The Buyer may only refer to the cooperation with us in its own public relations work if we have given the Buyer our prior written consent to this effect.
4. We store and process data of our Buyers within the scope of our mutual business relations in accordance with the Federal Data Protection Act and the General Data Protection Regulation (GDPR).