

TERMS OF TRANSPORT for the PAV & the ISG from April 30, 2012 in addition to the GTC from March 01, 2012

Special Agreements

- We must be informed immediately in the event of unforeseen events, delays, difficulties and in the case of any obstacles during the transport process.
- With the acceptance of this transport contract, you commit to proper execution of the transportation.
- Insurance: minimum coverage in accordance with the CMR through you, at your expense.
- Your vehicle must be in perfect condition and in the case of the shipment of dangerous goods it must comply with the legal requirements of the ADR/GGBG (Austrian Federal Law on Dangerous Goods).
- Foreign additional cargo as well as the transfer of our shipments onto other means of transportation must have our written approval; this also applies to temporary unloading.
- The transfer of the transport contract to third parties is not permitted without our approval and must be agreed with us in advance. Offering transport contracts awarded by us in freight exchanges is prohibited.
- Customer protection is considered agreed; in order to avoid failures in communication, direct contact with our customers is not permitted. Questions must be directed only to us.
- In the event of a negligent violation, or willful violation, and the resulting violation of neutrality, a contract penalty in an amount equal to the extent of the damage incurred, at minimum, however, 10,000.00 € (ten thousand Euros) per point of origin, or per case, is due immediately.
- In the event of a breakdown of a transport vessel you must find a corresponding replacement within the deadline. Should this not be possible we would gladly be of assistance to you in the search for a corresponding replacement, however, we will have to invoice you for any costs incurred.
- If damages, or costs, are incurred as a result of non-compliance with the terms of this contract you will be fully liable and will be charged for these costs.
- We urge you to comply with all applicable laws and regulations. We will not accept costs incurred as a result of illegal actions.
- The driver must be present during loading and immediately report any shortfalls and/or deficits, in quantity, or damages, on the CMR bill of lading and our delivery notes. Every shortfall/deficit and/or damages must be disclosed to us immediately in advance.
- If, in the course of the loading, it is determined that the load is not suitable for the type of transport selected we must be immediately informed of this by the truck driver, or the dispatcher, and they are to wait for our instructions.
- Suitable devices for securing the load (lashing straps, span bars, and the like) must be carried along in sufficient quantities, and are the responsibility of the freight carrier.
- Loading equipment (Euro-pallets, lattice boxes, etc.) must be replaced upon request.

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- Loading and unloading time 24 hours free of demurrage. Any claims for demurrage will not be accepted without confirmation and prior agreement.
- Freight invoices will only be accepted with our confirmed delivery note/weighing slip.
- For all waste shipments which require notification the restrictions made in the notification decisions must be fulfilled. Compliance with the restrictions applies in particular to the transport route, with the specified border crossing points, listed in the notification approval. Also, the required paperwork for the transport should be carried along (copy of the required approval, copy of the shipping form/waste manifest, etc.).
- In the case of the shipment of waste which is named in the green list –according to Article 18 of the ordinance (EG) No. 1013/2006-the corresponding accompanying documents (Appendix VII) must be carried along with the transport. This accompanying document will be made available to you before the transport starts by PAV or ISG, and can only be used for the transport.
- The documents for exports on the “green list”, as with exports with notification, will be made available to you via mail by our internal sales office in a timely manner. It is the contractor’s responsibility (in this case the carrier) to inspect the documents for completeness in a timely manner and, if necessary, to request missing documents from our internal sales office. The enforcement aid from the regulatory authority was transmitted and taken note of. Should penalties be assessed for missing documents, or incorrectly issued documents, in the course of an inspection on the road, these must be paid by our contractor, the carrier, or shipper.
- In Austria, in the event of the transportation of hazardous waste an accompanying document must be carried along in accordance with § 18 AWG.
- For all expenses which we incur as a result of a violation of the agreed upon provisions of this transport contract you will indemnify and hold harmless, PAV Pieringer Abfall Verwertung GmbH, and ISG Industrieservice und Sanierungs GmbH.
- This transport contract is binding even without written confirmation because the contract is implied when you assume the load.
- Salzburg is the agreed place of jurisdiction. Austrian substantive law shall apply. The contract language is German.
- Also, you are hereby explicitly informed that the provisions of the Law on the Employment of Foreign Nationals must be complied with and that only drivers with valid work and residence permits may be employed for the implementation of our contracts.
- Subsidiary to these, our GTC apply as amended from time to time. The AÖSp do not apply to our contracts unless explicitly agreed to in writing.

In the meantime, we remain committed to cordial business relations.

PAV Pieringer Abfall Verwertung GmbH.
ISG Industrieservice und Sanierungs GmbH

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Transport contractor, read and accepted