

**General Terms in its latest version
of PIERINGER GROUP
– referred to in the following as PG.**

A: Preamble: The following firms constitute the PIERINGER GROUP:

Pieringer Abfall Verwertung GmbH, Bahnhofstraße 52, A-5202 Neumarkt am Wallersee
Postal address: Moosstraße 10a, AT-5230 Mattighofen;
Tax ID No. in Austria: 069/6315, Tax ID No. in Germany: 147 / 277 / 43414
VAT-No. in Austria: ATU61978159, VAT-No.: in Germany: DE262514119
Waste holder No.: (GLN): 9008390011621
Court of jurisdiction: Salzburg

Pieringer Recycling Austria GmbH, Bahnhofstraße 52, A-5202 Neumarkt am Wallersee
Postal address: Moosstraße 10a, AT-5230 Mattighofen
Tax No. in Austria: 127/3817, Tax No. in Germany: 147/659/31036, VAT-No. in Austria: ATU47517209,
VAT-No. in Germany: DE247142709, Waste holder No.: (GLN): 9008390012505
Court of jurisdiction: Salzburg

Pieringer mednarodni izvoz in opravljanje z odpadki d.o.o., Kosovelova cesta 3, SI-1290 Grosuplje
Tax No.: 18927122, VAT-No.: SI 18927122, Waste holder No.: (GLN): 9008390748398
Court of jurisdiction : Grosuplje

Dekora Packaging & PRG Recycling GmbH, Münchenerstraße 67, D-83395 Freilassing
Tax No.: 163/124/30464, VAT-No.: DE295406481, Waste holder No.: (GLN): 9008391190240
Court of jurisdiction : Traunstein

Pieringer Recycling Polska Sp. z o.o., Ul. Zwyciestwa 33, PL-64-800 Chodzież
Tax No.: 6070080935, VAT-No.: PL6070080935, Waste holder No.: (GLN): 9008391190233
KRS: 0000506226, BDO: 000110637
Court of jurisdiction: Poznan

PRB Recycling Bulgaria EOOD, 128, G.S.Rakovski Str., BG-1000 Sofia
Tax No.: 204106800, VAT-No.: BG204106800
Court of jurisdiction : Sofia

Pieringer zužitkování odpadu s.r.o., Zervavice 2146, CZ-68601 Stare Mesto
Tax No.: CZ24832561, VAT-No.: CZ24832561, Company Registry No.: 24832561
Court of jurisdiction: Prague

Pieringer Recycling Slovakia s.r.o., Frana Mojtu 18, SK-94901 Nitra
Tax No.: 53 017 731, VAT-No.: SK 2121243619 Company Registry No.: 53 017 731
Court of jurisdiction: Bratislava

PRF Pieringer Recycling France S. A. S., 35 boulevard Malesherbes, F-75008 Paris
Tax No.: 910 988 179, VAT-No.: FR25910988179, Company Registry No.: 910 988 179
Court of jurisdiction: Paris

Legal notice:

Billing between you as a business partner and our corporate group (PG) will proceed through the company in our group with which the legal transaction was concluded (tender, award of contract, confirmation of purchase, confirmation of sale).

- 1) The general terms and conditions and terms of purchase of the PG apply. The general terms and conditions of the business partner are only binding on the PG if they are recognised in writing in every single transaction. Any supplemental agreements which constitute any change to our terms of business or contract are only legally enforceable if our company management has signed them on behalf of the company.
- 2) Paid waste removal services
 - 2a) In the case of waste removal services, deliveries/pick-ups proceed only on the basis of our offers and/or delivery notes which must be legally signed by the business partner/party releasing the waste for pick-up, along with the confirmation of pick-up issued by the PG. The date and time of delivery as well as the delivery modalities are to be agreed on with the PG before delivery/pick-up.
 - 2b) Should our offer result in an order, our offer also functions as a confirmation of order and we ask that you duly sign and return a copy of this correspondence in the name of your company or association. Should this correspondence not be returned and the service claimed anyway, the prices and conditions that we listed are deemed accepted.
 - 2c) Pick-ups of waste by PG will only be done on the basis of available transport and intake capacity and is subject to change.
 - 2d) All prices are stated excluding VAT, and subject to change. Prices valid until revoked however they can be adjusted on modification of the legal framing conditions by PG.
 - 2e) Furthermore, when the service is used, i.e. when containers, compactors or various vessels are handed over or set out, they automatically are deemed properly handed over or set out, to the extent that a written reclamation is not submitted immediately after the service is used.
- 3) Secondary raw materials with revenue from recyclables
 - 3a) In the case of purchase of raw materials and/or wastes with positive revenue from recyclables, our offers and oral price information only applies once we have sent a written confirmation of purchase (EKB) via e-mail. The EKB will contain information about quantities, quality, price and date/time of delivery. The intake assessment at the recycling facility is final for the actual billing (especially for valuation of individual bales).
 - 3b) The business partner is obligated to immediately inform the PG in writing if conditions arise or become recognisable to him that make it clear that the agreed-upon pick-up or delivery appointment cannot be kept. Generally, a maximum of one hour loading time is calculated into the prices. In the case of culpable delay of a pick-up or delivery by the business partner, the PG is entitled to charge the costs claims resulting from that delay as well as to assert claims for damages. To the extent that the PG comes into delay of acceptance or debtor's delay, the business partner will limit the claim to damages to which it is entitled to 0.2 % of the net total price according to the purchase confirmation per full week, to a maximum however of 3 % of the net total price.
 - 3c) In addition to point 7 concerning the correct declaration, when selling raw materials, the seller and/or raw material producer shall provide proof of end-of-waste upon request by the authority or the raw material processor if the raw material was produced from waste (REACH, expert opinion, etc.).
- 4) The official rules of the ICC apply to the interpretation of trade terms. The transports will be completed in conformity with INCOTERMS 2000 in the currently valid edition and are therefore the basis for all offers and purchase confirmations from the PG.
- 5) The personnel at the physical hand-over of the goods at the loading site must contact our personnel in the office if anything is unclear. Statements from a lorry driver are not legally binding on the PG. This serves to prevent incorrect loading. Our delivery notes essentially list all data needed to avoid incorrect loading or complaints.
- 6) The PG is not obligated to check the authorisation of the customer or its commissioned bodies to sign the order or the delivery note.
- 7) If an Annex VII has been provided by the PG, the business partner and transport carrier is obliged to use only the Annex VII of the PG. The business partner's Annex VII may only be used with the express permission of the PG.
- 8) The business partner /waste holder is responsible for the correct waste and raw material declaration, see 3c). The PG is entitled, if there are doubts about the declaration and labelling of the waste and secondary raw materials, to have them tested at cost to the customer. The results of the tests or examination will decide finally and bindingly on the further processing and billing for costs.

- 9) Classification into price groups by our company based on samples submitted is non-binding. Weighing at the accepting facility is definitive for determining the quantity of waste and/or secondary raw materials picked up.
- 10) Wastes and secondary raw materials in bundles must be handed over in transportable and storable packaging units. In the case of wastes to which the ADR and GGBG apply, their lids must be secured against easy opening. The customer is responsible for any damages that result during or after pick-up due to use of unsuitable or poorly constructed closures. The closures must be labelled legibly using a barrel tag and the UN-No. A suitable sticker is to be used if needed to indicate the hazard class according to the ADR.
- 11) Any analyses submitted must be recognized by the PG.
- 12) If the waste is not precisely labelled, acceptance can be refused.
- 13) Complaints and/or variations in quality must be submitted in writing as soon as possible but within 5 working days of delivery, along with documentation (assessment, intake protocol, photos, etc.). The notification must be sent by fax or e-mail, irrespective of the procedural legality which will be reviewed at a later time.
- 14) The PG will bill the last valid prices stated to the business partner for the services performed. The national and international tax guidelines apply (reverse charge, intra-community delivery, intra-community performance, chain transactions, triangle transactions, depending on the specific application). Any special national taxes such as the fee for clean-up of legacy pollution in Austria will as a rule be referred to in the offers and order confirmations. To the extent that nothing else was agreed to, the party generating the waste is responsible for the withholding of national special fees on waste disposal services. Should it become apparent after the invoice is submitted that, for example, a fee for remediation of legacy pollution is due or a higher fee for legacy pollution must be paid for a waste disposal service in Austria, the PG is entitled to retroactively bill the amount of this fee for remediation of legacy pollution.
- 15) The customer is not allowed to offset its claims against the claims of the contractor (exception, there is an offsetting agreement). The customer cannot withhold payments due to complaints or claims to damages.
- 16) Liability for damages caused by the PG are limited in that it is only liable in cases of gross negligence.
- 17) Liability for warranty claims against the PG are excluded. In the event that this warranty exclusion is not legally enforceable, the PG has the right to choose between conversion and correction.
- 18) Should the warranty exclusion not be legally enforceable, then warranty claims can only be asserted if a complaint is submitted in a timely fashion. The complaint must be sent immediately via registered letter or via fax.
- 19) The PG is only responsible for the costs of correction of a defect performed by the business partner itself or a third party if it expressly gave written consent to this.
- 20) The PG is in every case released from any warranty obligation as long as the business partner is in default of its payment obligations. Warranty claims do not entitle the customer, to retain agreed-upon payments.
- 21) Waiting, driving and parking times for the vehicles and machines that we assign that are caused by operational delays and instructions at the business partner's premises will be charged to the business partner.
- 22) The delivered goods remain the property of the seller until the purchase price has been paid in full. If the buyer defaults, the seller is authorised to withdraw from the contract and to re-take the goods. As long as there is no full settlement of the claims, the buyer is not authorised to sell the item or to pass it on to third parties.
- 23) In the event of bankruptcy or composition proceedings against the customer, the PG has the right to withdraw from the contract and therefore the right to return all waste materials at cost to the customer.

24) Terms of payment

To the extent that no written agreement to the contrary was made, all invoices are immediately due and payable net on receipt.

No collection-only cheques will be accepted.

The PG is entitled at its own discretion to issue partial invoices.

Discounts on the part of the contracting partner are only permitted on the basis of an expressed written agreement.

Offsetting by the contracting partner with claims against the PG, of whatever kind, is excluded unless these counter-claims are established as legally enforceable before a court or were explicitly recognised by the PG in writing.

If there are justified doubts about the contracting partner's ability to pay or creditworthiness, the PG is, at its discretion, entitled to suspend deliveries and services until the agreed-upon counter-consideration is rendered and to withdraw from that part of the contract that has not yet been fulfilled.

In the event of default of payment, we will charge default interest in accord with standard banking practice as well as the accumulating dunning and collection fees.

25) Should individual provisions of these terms and conditions be unenforceable, the validity of the remaining provisions will be unaffected.

26) In case that one of the business partners proclaims "Force Majeure", the long version of the ICC Clauses on Force Majeure shall apply.

Any amendments to the clause are only legally effective if they are duly signed by our company management.

Force majeure, especially strikes, lock-outs, orders of public officials, emergency laws, natural disasters, production downtime of recycling partners due to high (war-related) energy prices etc. release the business partner from obligations to perform for the duration of the disruption and the scope of their effect.

27) On accepting the offer, the Customer expressly recognises these GTC / GTP and they are deemed agreed on.

28) It is expressly agreed upon between the business partners that Waste Shipment Regulation 1013/2006 in the current version applies to international waste shipments. National waste regulations are to be treated as subordinate. The national regulations for waste recording and waste balancing will be observed. The corresponding documents will be exchanged in the course of billing or annual waste balances can be settled at the end of the year.

Any confirmations of recycling in addition to these or for "systemware" that requires license documentation can be made available for reimbursement of cost. We recommend that the need for such documentation be made known already when the order is placed.

29) The cities named under Point A in the Preamble are acknowledged as the courts of jurisdiction - depending on which firm in the PG issued the offer or the confirmation of purchase. We are a member in the BIR, VDM, BVSE and are willing to accept the result of an arbitration proceeding in the event there is a difference of opinion.