

Transport Terms of the PIERINGER GROUP from 28.07.2023

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.: 41/751/03339, 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 zůžitkování 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
Steuernr.: 910 988 179, UID-Nr.: FR25910988179, Firmenregisternr.: 910 988 179
Gerichtsstand: 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).

B: Special Agreements

1. In case of unforeseeable events, delays, difficulties as well as transport and/or delivery obstacles during the transport process, you have to inform us immediately.

2. With the acceptance of this transport order, you commit yourself to the proper execution of the transport.
3. The contractor shall cover transport liability insurance and CMR insurance at his expense. Furthermore, it is agreed that the CMR insurance also covers claims according to Article 29 CMR, and it is your responsibility to select the carrier with the diligence of a prudent businessman and, if you do not take out the third-party carrier liability insurance yourself as agreed, you must oblige the first commissioned road carrier to take out carrier liability insurance to the extent of § 439 lit. a HGB or CMR or national laws.

Instructions for the CMR:

- Field 1: Sender
- Field 2: Receiver
- Field 3: Unloading point
- Field 4: Location and Date of the takeover
- On every CMR: Signature and Stamp of the loading point / truck license plate number and carrier / actual loading weight

4. Notification Form

Instructions for the movement document:

- Field 6: insert the actual loading weight
- Field 8a): insert and sign the truck license plate number

You have to carry along all of the notification forms during each transport.

5. Your vehicle must be in perfect condition and comply with the legal requirements of the ADR/GGBG in the case of hazardous goods shipments. Trucks must have an A plate and the waste transport permit for the respective country. For transports to/from Italy, the tractor unit and trailer must be registered in ALBO Nazionale, otherwise the truck will not be loaded/unloaded. For transports from/to Poland, the carrier used must be registered in the BDO system; otherwise the truck will not be loaded/unloaded.
6. Third-party additional loads as well as the reloading of our consignments onto other means of transport require our written approval. This is also valid for intermediate unloadings.
7. The transfer of this transport order to third parties is not permitted without our approval and must be agreed with us in advance. It is prohibited to offer transport orders placed by us in freight exchanges. In the case of permitted use of subcontractors, our terms and conditions shall of course also apply and it is your duty to point this out separately by means of a written transport order.
8. Customer protection is considered as agreed; direct contact with our customers is - to avoid communication errors - not allowed. Queries are to be directed exclusively to us.
9. If a contractually agreed neutrality is violated, the contractor is additionally liable to the client with a contractual penalty in the amount of € 2.000,- per shipment and offense. We reserve the right to assert further claims for damages, which shall remain unaffected. Specified deadlines must be met. In the event of non-compliance, you shall be fully liable for any resulting damage and costs. In the event of failure of a transport container, you must provide an appropriate replacement in time. If this is not possible for you, we will be happy to help you find a suitable replacement, but we will charge you for any eventual additional costs incurred.
10. If any damage or costs are caused by non-compliance with the specifications of this order, you shall be fully liable to us in accordance with the statutory provisions and shall be charged with these costs and be deducted from your freight claims against us.
11. We require you to comply with all applicable laws and regulations. We will not accept any costs incurred due to actions violating the law.

12. The driver must be present during loading and immediately note any shortfall, shortage or damage on the CMR consignment note and our delivery notes. Any shortfall or shortage in quantity or damage has to be reported to us immediately - still at the loading point or unloading point in advance.
13. If it turns out during the course of loading that the cargo is not suitable for the selected mode of transport, the truck driver or the dispatcher has to notify us immediately and wait for our instructions.
14. To secure the cargo appropriate means (like tension belts, tension laths etc.) have to be carried along in a sufficient amount and are the responsibility of the carrier.
15. Every load must be secured in such a way that the safe operation of the vehicle is not impaired and there is no danger to life, health, property or the environment. E.g., the cargo must stay inside of the cargo hold and the cargo area.
16. Loading equipment (Euro pallets, mesh pallets, etc.) must be exchanged on instruction. The loading area must be clean, dry and completely empty (free of empty pallets, mesh pallets or other loading equipment).
17. Loading and unloading times are 24 hours demurrage free. Any demurrage claims will not be accepted without confirmation and prior consultation with us.
18. We only accept freight invoices after the complete transmission of the confirmed freight documents (delivery notes, weighing notes, Annex VII, CMR, movement document...).
19. Our payment term is 30 days after receiving the original invoice including all related delivery notes signed by the consignee, Annex VII, CMR, moving document etc.
20. Loading equipment, in particular containers. You shall make the containers available at the place of presentation in accordance with the agreement. You shall use only suitable containers for the transport. The containers must be dry and clean, i.e. in particular free from packaging, stowage material as well as animal and plant residues. The containers must comply with the applicable national and international legal regulations and the applicable rules of technology. Furthermore, according to you, the containers need to be inspected, ready for operation and safe to operate. The containers must meet the requirements of the cargo and cargo securing and must be wind and splash proof. If you use containers from third parties, you owe the return of the containers to the third party. Insofar as costs incur for exceeding the period of use, we will reimburse these only if the exceeding is due to circumstances for which we are responsible. You and your subcontractors are obliged to use only first-class and classified sea vessels. The goods to be transported within the scope of sea transportations must be stowed below deck. This does not apply to hazardous goods, which may not be stowed below deck, and goods carried in containers on board container ships. If stowage below deck is not possible because of other reasons, you must notify us immediately in writing and obtain instructions. If higher waves or swells are to be expected in the case of inland waterway transport, load-securing measures for each individual transport must be agreed between you and us individually and complied with by you insofar as you are responsible for the loading and stowage of the goods.
21. Rail transport. In the European area, only the regulations of COTIF 1999 with its applicable appendices, as well as the contract of use of wagons (GCU) are to be ensured by you.
22. Cooperation within the framework of import and export procedures. The customs export and import clearance of the transported goods is carried out by us or by our customers, suppliers or partners, unless otherwise agreed. The transit clearance of the goods is your responsibility.

23. For the acceptance and execution of this transport you assure having the necessary permits and authorizations for the transport according to paragraph 3, 6 GüKG (permit, Euro-license, third country permit, CEMT-permit). Furthermore, you commit to using only driving personnel with the required work permit and further undertake that the driving personnel possesses an official certificate with an officially certified translation in German language according to paragraph 7b section 1 sentence 2 GüKG and that each driver also carries this certificate. Furthermore, you undertake to provide Pieringer Group and its clients with all documents to be carried along in the event of an inspection or to hand them over to their clients for inspection upon request. Furthermore, it is your responsibility to issue corresponding general instructions to your personnel. You guarantee us to include this submission obligation and the further obligations already described above in the freight contract with executing carriers. For this purpose you only use such carriers who reliably meet the requirements of paragraph 7b GüKG. You undertake to monitor compliance with these regulations by the executing carriers. Should this not be the case, the transport order is seen as not having been placed and you have to inform us immediately in writing.
24. For all notifiable waste shipments, the conditions set out in the notification notices must be complied with without exception. Compliance with the conditions shall apply in particular to the transport route with the border crossings specified in the notification permit. Likewise, the documents prescribed for the transport must be carried along with each transport. Complete notification documents: notices from all authorities, transporter list, waste producer list, border crossings, notification document.
25. When transporting green listed waste - according to Article 18 of Regulation (EC) No. 1013/2006 - the corresponding movement document (Annex VII) must be carried along for the transport. This Annex VII will be provided by the Pieringer Group before the start of the transport and is to be used exclusively for the transport.
Instructions for Annex VII:
- Field 3: insert the actual loading weight
 - Field 4: insert the loading date
 - Field 5: insert the truck license plate number or if sub-carrier are used insert them in field 5b (5c)
 - Field 11: insert the transit country (if necessary)
 - Field 12: insert the loading date
26. 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.
27. The documents for the export on the "green list" as for the export with notification will be provided to you by mail by our internal sales department in due time. It lies in the responsibility of the contractor (in this case the transporter) to check the documents for completeness in due time and, if necessary, to request missing documents from our internal sales department. The enforcement assistance of the control authorities has been transmitted and taken note of. If penalties are imposed in the course of roadside inspections due to missing documents or incorrectly issued documents, these are to be paid by our contractor, the transporter or forwarder.
28. When transporting hazardous waste, a movement document in accordance with § 18 AWG must be carried along.
29. For any costs, which arise due to the non-compliance with specified regulations in this transport order you indemnify and hold Pieringer Group harmless.
30. This transport order is binding even without a written reconfirmation. Verbal side agreements do not have any validity.

31. The place of jurisdiction is Salzburg. Austrian substantive law applies. Contracting language is German.

32. The Contractor undertakes to carefully select and supervise employees, to ensure that only vehicles, swap bodies/containers, cranes, technical equipment (including ropes, belts, chains, etc.) and other equipment are used that are in perfect condition and suitable for the respective order, to obtain the necessary permits for the execution of the order and to comply with the requirements of the authorities, to ensure the safety of its own loaded motor vehicles and trailers and those of third parties over which it has control and other equipment are used, that the necessary permits for the execution of the order are available and that the conditions imposed by the authorities are complied with, to take appropriate care to secure his own loaded motor vehicles, trailers, semi-trailers and swap bodies/containers or those of third parties within his sphere of influence and responsibility against theft, and in particular to ensure that both semi-trailers and trailers, detached from the towing vehicle are not parked in unguarded parking areas or unsecured areas at night, at weekends and on public holidays, to use - for transports from, to and through Italy and the CIS - only such vehicles of the own company that are equipped with two independently functioning special anti-theft devices that are to be activated when the vehicle is left, even for a short time. When parking loaded motor vehicles or during rest breaks, proper guarding shall be provided, particularly by using guarded parking spaces (if available).
33. Our General Terms and Conditions shall apply in the respective valid version. Unless explicitly agreed by us in writing, the AÖSp shall not apply to our orders.
34. Severability clause. If individual provisions of the transport framework agreement, a project transport agreement or an individual order are invalid, this does not affect the validity of the remaining provisions. An invalid clause will be replaced by a valid clause which comes as close as possible to the invalid clause in economic terms.
35. The material must be free of hollow and explosive devices and free of radioactive contamination or radioactive sources.
36. Within 30 days after the conclusion of the contract, but no later than at the time of execution, the client is entitled to withdraw from the contract without giving reasons.

We wish you a smooth transport process and remain with

Kind regards

PIERINGER GROUP