

General Terms & Conditions.

> as in 7/2011

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> 1 Scope of Application

- (1) All contractual relationships between the Contractor and Customer shall be subject exclusively to these General Terms & Conditions.
- (2) The General Terms & Conditions of the Customer or a third party shall not apply even if the Contractor does not explicitly disagree with their validity in any particular case. They shall, therefore, only apply if and to the extent the Contractor expressly recognizes their validity in writing and this shall be true for each individual contract concluded.
- (3) The Customer shall be informed of any changes to these Terms & Conditions in writing or, if agreed on, via electronic means. If the Customer does not object to such changes in writing or, if agreed on, via electronic means, then it shall be assumed that the Customer agrees to the changes. The Contractor shall expressly point out this fact when announcing any changes. The Customer is obliged to send any objections to the Contractor within 6 weeks following the announcement of the changes.

> 2 Subject Matter

- (1) The Contractor shall provide the Customer with the services described overleaf on an exclusive basis.
- (2) If there are no special arrangements or regulations, then a contract shall be considered concluded when the Customer submits an order confirmation in writing in response to an offer sent by the Contractor. If there is no order confirmation in writing, then the contract shall be considered concluded according to the conditions of the offer at the point when the waste is handed over to the Contractor by the Customer.
- (3) The information given by the Customer in the waste disposal certificate (Declaration of Responsibility) and the regulations laid down by the appropriate authorities shall form the basis of the Contract and shall, therefore, be an integral part of this Agreement.
- (4) Offers sent by the Contractor shall be valid for a period of four weeks from the date of issue.

> 3 Services provided by the Contractor

- (1) According to the services agreed on, the scope of services comprises
 - a) Furnishing against payment containers according to the type, size and number determined in the Agreement in which the waste, agreed on to be disposed of, can be deposited and collected at the Customer's premises once the agreed service period officially commences,
 - b) Exchanging and/or emptying against payment the furnished containers of relevant type, size and number at the site agreed on and transporting the waste to recycling/disposal plants,
 - c) Recycling and/or disposing against payment of the different kinds of waste stipulated in the Agreement in a correct manner and in accordance with the law.
- (2) Disposal shall be carried out – as far as possible – using a mobile, electronic and paperless collection system. In this case, the Contractor is authorized to submit any necessary declarations and take all necessary steps to fulfil the obligations of the Customer as well as its own obligations. In doing so, the Contractor shall act in accordance with the instructions of the Customer. In particular, it shall only check the composition and amount of the waste to be collected in so far as the Contractor is required to do so to fulfil its own obligations. Any inspection rights granted to the Customer in the Waste Disposal Agreement remain unaffected by this.
- (3) In all other respects, any other measures taken by the Contractor besides the actual waste disposal services (e.g. testing, analyses) shall be carried out exclusively in order for it to fulfil the legal obligations of the Customer.
- (4) The Contractor has the right to assign the contractual services to a reliable third party.
- (5) If the type and/or manner of the services provided by the Contractor and agreed on in the Contract are no longer permitted as a result of a change to legal regulations, then the Contractor shall be obliged to carry out the disposal of the waste in accordance with the amended conditions. Any additional costs resulting from this shall be borne by the Customer.

> 4 Customer's Obligations

- (1) The Customer is responsible for ensuring that all conditions are maintained so that the service can be provided in a correct manner and in accordance with the law.
- (2) Unless otherwise agreed, requests for non-regular services to be carried out must be made in writing.

- (3) The Customer must declare the waste in a complete and correct manner. The containers shall only be filled with the types of waste stipulated in the Declaration. The Customer shall ensure that the containers are filled in the correct manner by all those using them. The Contractor must be informed immediately of any changes to the composition of the waste.
- (4) The collection of the waste implies the effective acceptance of the material by the Contractor. The waste materials shall become the property of the Contractor at the point when the waste is collected. This shall not include waste that does not correspond with the signed Declaration. The Contractor has the right to refuse to accept such waste. If the waste has already been collected, then the Customer is obliged to take back at its own expense any waste that does not correspond with the Declaration. Should the Customer refuse to take back such waste, then the Contractor has the right to dispose of this waste elsewhere and charge the costs to the Customer.
- (5) The obligations taken on by the Contractor do not, however, release the Customer from its legal responsibility for the waste materials that are to be recycled or disposed of.
- (6) If the Customer receives payment from the Contractor for handing over the waste, even in the form of a voucher, then it must pay any VAT due to the appropriate tax office, if it is obliged to do so. If the VAT assessment base increases for a waste disposal service in connection with transactions treated as an exchange (tauschähnliche Umsätze), then the Customer shall, having been provided with proof, reimburse the Contractor any subsequent VAT charged for this.
- (7) If requested to do so, the Customer shall confirm that the Contractor carries out the services agreed on in the Contract in a proper manner. If, in addition to this, proof of correct disposal measures must be furnished, then the Customer shall provide proof using the forms provided by the Contractor or using the electronic record procedure for waste recovery and disposal. In order to do this, the Contractor shall enable the Customer to use the online data processing system REGISTA® in accordance with the conditions of use, still to be agreed. If the Customer fails to fulfil its obligation to provide proof – also by means of a representative – at the time of the disposal, then the Contractor is not obliged to carry out the disposal of the waste.
- (8) If the Customer has a complaint concerning the disposal of the waste then the Contractor must be informed of this within 48 hours. The Customer is responsible for furnishing proof that the Contractor has not fulfilled its obligations or that the services have not been carried out by the Contractor in a proper manner.
- (9) The waste collection periods agreed on are binding; empty/light running shall be charged.

> 5 Furnishing of Waste Containers

- (1) The Contractor shall provide the Customer with the containers required to collect the waste for the rental period agreed on.
- (2) The Customer is obliged to make suitable spaces available for the containers thus ensuring that the containers can be easily delivered, collected and/or exchanged at any time unhindered and trouble-free and, in particular, to ensure that the vehicles can reach the containers unhindered. Any waiting time suffered by the Contractor as a result of the Customer failing to fulfil such obligations may be charged to the Customer.
- (3) The Customer shall be responsible for fulfilling safety obligations for the furnished containers. This shall include taking all necessary precautions for the containers when they are located on public roads. It is the responsibility of the Customer to obtain any necessary permits to use public roads, unless the Contractor has taken over this obligation. Any public charges due for obtaining such permits shall be borne by the Customer. The Customer alone is liable if the relevant safety precautions for the containers are not undertaken or if the necessary permits have not been obtained. If necessary, the Customer shall indemnify the Contractor against any third-party claims regarding this matter.
- (4) The Contractor must be informed in writing at least four weeks in advance of any operational changes that may affect the collection of the waste. The Contractor must be informed in writing immediately of any official orders that may have an effect on a service provided by the Contractor. If the Customer fails to fulfil its duty of notification, then it shall be liable to pay any and all costs and expenses incurred by the Contractor as a result of this.
- (5) The Customer is responsible for any damage to the containers from the time they are delivered to the time they are collected. The same applies if containers are lost during this period of time. The Contractor shall only be responsible for damage caused to the Customer's property as a result of delivering or collecting the containers, if such damage results from intent or gross negligence on the part of the Contractor or its assistants.

> 6 Prices and Terms of Payment

- (1) Unless otherwise agreed, invoice amounts are payable in full immediately on receipt without any deduction. Prices quoted do not include VAT. They merely cover the services provided by the Contractor that are listed overleaf. Special services, which are not covered by this Agreement but which are prescribed by law or are initiated by the Customer, can be charged in a separate invoice.
- (2) In the case of delayed payment on the part of the Customer, then the Customer shall be liable to pay the legal valid rate of interest on such sum. The Contractor reserves the right to charge a dunning fee amounting to € 10 for each collection letter sent from the 2nd collection letter onwards.
- (3) The Contractor has the right to charge the basic fee for the containers agreed on in advance in the first month of the billing period.
- (4) In the case of delayed payment, the Contractor has the right to discontinue the provision of its services 10 working days after the receipt of the second collection letter and to collect the containers. The Contractor shall invoice the Customer for refurbishing the collected containers which shall cover the costs incurred, the minimum amount, however, being € 50, plus VAT for each location/ procedure.
- (5) The Customer may only set off the Contractor's claims with a counterclaim, if the counterclaim of the Customer is deemed to be undisputable or has been legally established.

> 7 Price Adjustments

If the costs used to calculate prices change for continuous contractual obligations or for services, that are to be provided 4 months after the conclusion of the contract, then the Contractor has the right to adjust the contract to meet the new conditions. The Customer must be informed of such adjustments in writing and reference must be made to the costs that are to change. Should, during the contractual term, additional costs be incurred due to amendments to legal regulations, official requirements and/or fees and other charges, then the Contractor has the right to demand that the conditions be amended accordingly to account for the proven cost increases from the point that such amendments come into force. If the price increase, as described in Sentence 1, amounts to more than 10 % of the price agreed on, then the Customer has the right to terminate the Agreement within 2 months and with a one-month notice period.

> 8 Liability

- (1) Claims for compensation on the part of the Customer for damage to property and/or financial loss, irrespective of their legal grounds, shall be excluded, unless such damage results from intent or negligence on the part of the Contractor. The liability of the Contractor as regards loss of life, physical injury or damage to health or breach of fundamental contractual obligations (cardinal obligations) shall be governed by the relevant statutory provisions. Compensation for the infringement of fundamental contractual obligations is, however, limited to contractually typical and foreseeable damage unless wilful intent or gross negligence are evident.
- (2) The Customer is liable to pay the Contractor for direct and indirect damage resulting from a violation of the obligations stipulated in this Agreement whether it be caused by the Customer or by a person representing the Customer. The Customer shall indemnify the Contractor against any third-party claims regarding this matter.

> 9 Term of Agreement & Termination

- (1) Unless otherwise agreed, this Agreement shall be valid for a period of 2 years. It shall automatically be extended for a further year, unless it is terminated in accordance with the 3-month notice period.
- (2) The right of both contractual parties to terminate the Agreement without notice for good cause remains unaffected by this. Good cause is in particular,
 - (a) If the Customer is insolvent or bankruptcy proceedings are initiated for its assets or such proceedings are rejected due to a lack of assets in accordance with § 26 InsO
 - (b) If commercial credit insurance can no longer be taken out for the Customer
 - (c) If a party repeatedly breaches fundamental contractual obligations.
- (3) Notice of termination must be given in writing.

> 10 Force Majeure

The obligation of the Contractor to perform the services agreed on ceases if the Contractor is prevented or delayed in carrying out its business due to circumstances beyond the reasonable control of the Contractor (e.g. acts of God or other circumstances such as strikes, lock-outs or governmental actions).

> 11 Data Privacy Protection

The Contractor and the Customer shall acquire, process and use any data required to draw up offers/process contracts and/or to draw up/amend contracts in accordance with the valid version of the BDSG (Federal Data Protection Law).

> 12 Final Provisions

- (1) To become effective, any changes or additions to this Agreement must be made in writing, unless otherwise agreed on for individual cases or in these Terms & Conditions.
- (2) If any provision of this Agreement is found to be null and void, then the remaining provisions of the Agreement shall continue in full force and effect. Both contractual parties acknowledge and agree to replace in good faith a provision of this Agreement which becomes null and void with a provision that shall reflect as closely as possible the intention of the invalid provision. If this is not possible, then the invalid provision shall be replaced by the legal regulation.
- (3) The place of jurisdiction for all current and future claims ensuing from the Agreement shall be the place of business of the Contractor.

