

## General Terms and Conditions of REKS GmbH & Co. KG

### § 1 General

- (1) REKS GmbH & Co. KG – hereinafter referred to as REKS – as a dealer or broker, sends waste to suitable operators of waste disposal plants (consignee) for recovery or disposal.
- (2) The following conditions apply exclusively to the disposal of waste as well as the recovery of waste, in particular the site/plant-specific special acceptance and delivery conditions listed in the annex; other conditions of the client will not become part of the waste disposal contract even if they are not expressly contradicted. Deviating general terms and conditions of business or purchase of the client are not valid; they are herewith contradicted. This does not exclude the inclusion of further general terms and conditions.
- (3) These general terms and conditions and the special acceptance and delivery conditions of the respective consignee - regulated in the annex shall also apply to all future business relations until the first inclusion of an updated version of these general terms and conditions, even if they are not expressly agreed again.
- (4) On behalf of REKS, the consignee accepts the waste of the waste producer/client described in the proof of disposal or notification for disposal or recovery on the basis of the respective current, plant-specific waste, emission control, and mining law permits.

### § 2 Waste composition and packaging

- (1) The client shall deliver the waste in packaging and labelling in accordance with the applicable statutory provisions and official directives. The requirements agreed with REKS and specified by the consignee in the declaration of acceptance regarding the type and condition of the packaging must be complied with. Non-compliance with packaging and labelling regulations or agreements entitles REKS/consignee to refuse acceptance.
- (2) During the acceptance control, the consignee checks the delivered waste for identity, compliance with the general, legally prescribed acceptance criteria, and the criteria resulting from the respective authorizations/permits. Decisive are the details in the proof of disposal or notification, in particular the description and the corresponding declaration analysis of the waste. If any deviations are found, REKS/consignee is entitled and, if necessary, obliged to refuse acceptance to the notifier/waste producer.
- (3) In the event of a refusal to accept the waste, the client is obliged to take back the waste immediately at his/her own expense and risk in compliance with the statutory and/or official regulations. REKS is entitled, subject to all other rights, to charge the client for the additional expenses incurred as a result of the refusal to accept the waste. Any further claims by REKS/consignee, in particular for damages, shall remain unaffected by this.

### § 3 Transport, delivery, unloading

- (1) The client shall coordinate the details of the scope, date, and time of the deliveries directly with REKS. The client is not entitled to divide an agreed delivery into partial deliveries.
- (2) Unless otherwise expressly agreed, it is the sole responsibility of the client to obtain the permits required for transport. The client shall therefore check on his/her own responsibility whether the necessary transport permit has been obtained before the transport begins. REKS is not obliged to check whether the client is in possession of the necessary transport permit.
- (3) In addition to the transport/goods accompanying documents, and the weighing card of a calibrated scale, which prove the gross weight of the load decisive for invoicing, the waste accompanying documents/forms in accordance with the Ordinance on Waste Recovery and Disposal Records or, for international traffic, in accordance with the international regulations must be carried along. These must also indicate the number of containers and the consignees' waste-specific code defined by REKS.
- (4) If the quantity or weight does not correspond to the information in the accompanying documents, REKS will contact the client for clarification. If clarification is not possible, acceptance of the entire delivery may be refused.
- (5) Additional costs incurred as a result of more difficult unloading (e.g. containers that have shifted, missing pallets) or more difficult storage (e.g. no dimensionally stable Big Bags) shall be borne by the client.
- (6) If the delivery is made in bulk in silo vehicles and the lack of conformity of the waste or its properties with the information in the notification is established only after filling it into Big Bags, the client shall also bear the costs incurred by the filling. In addition, the client undertakes to take back the waste in its packaged state.

#### § 4 Transfer of risk and ownership

- (1) The client shall deliver the waste to the respective consignee under his/her own responsibility, at his/her own risk, and at his/her own expense.
- (2) The risk and ownership of the waste shall pass to REKS upon acceptance and completion of the unloading process.
- (3) Upon acceptance and completion of the unloading process, the ownership of the pallets is transferred to REKS.

#### § 5 Price, terms of payment

- (1) Subject to any individual agreement to the contrary, the client shall pay REKS the storage price per ton of gross weight of accepted waste in accordance with the price list valid at the time of acceptance plus statutory VAT.
- (2) Payment for each delivery is due 14 days after receipt of invoice. Invoices are issued on the 1st and 16th of each month. If the payment deadline is exceeded, REKS reserves the right to charge interest on the due date at a rate of 5% and interest on arrears at a rate of 9 percentage points above the current base rate (min. 0%).

#### § 6 Set-off, retention

Offsetting against counterclaims of the client or withholding of payments because of such claims is permitted only if the counterclaims are undisputed or have been legally established or result from the same order.

#### § 7 Liability

- (1) Notwithstanding the statutory provisions, the client shall be liable for any damage caused to REKS or the consignee if
  - a) the information in the proof of disposal or notification is incorrect or incomplete
  - b) the waste or its properties do not correspond to the information given in the proof of disposal or the notification
  - c) the quantity or weight do not correspond to the information in the accompanying documents
  - d) the waste is not packaged in accordance with the proof of disposal or the notification
- (2) Without prejudice to further claims, the client shall indemnify REKS and the consignee from all claims for damages by third parties based on the reasons stated in the previous paragraph, points a to d.
- (3) REKS and the consignee exclude liability for slightly negligent breaches of duty insofar as these do not relate to duties essential to the contract or damages resulting from injury to life, body, or health. The same applies to breaches of duty by its vicarious agents. In the case of slightly negligent breaches of duty, the claim for damages for the violation of essential contractual obligations is limited to the contract-typical and foreseeable damage.

#### § 8 Extraordinary termination

Important reasons for an extraordinary termination without notice by REKS are in particular, but not exclusively

- total or partial default of payment of more than 30 days
- delivery of waste that does not meet the agreed specifications
- delivery of waste that does not have the usual property
- delivery of waste that is not free of foreign admixtures or

components

#### § 9 Force majeure

REKS shall not be liable for impossibility or delays in the fulfilment of contractual obligations and duties if these are caused by force majeure or other events that could not be foreseen at the time the contract was concluded (e.g. operational disruptions of any kind,

difficulties in the procurement of materials or energy, transport delays, strikes, lawful lock-outs, shortages of labour, energy or raw materials, difficulties in obtaining the necessary official permits, official measures, or the failure of suppliers to make deliveries, or to do so correctly or on time for which REKS is not responsible).

## **§ 10 Final provisions**

- (1) All costs incurred in connection with the approval procedure (e.g. analysis, fees etc.) shall be borne by the client.
- (2) Changes, additions, and termination of the contract must be made in writing. This applies also to the written form clause itself.
- (3) The exclusive place of jurisdiction is Dusseldorf or, at the discretion of REKS, the place of jurisdiction of the client. German law applies to the exclusion of international standard law, in particular the UN Convention on Contracts for the International Sale of Goods.

Kassel, December 22<sup>nd</sup>, 2021

**REKS GmbH & Co. KG**