

General Terms and Conditions

§ 1 Scope of application

1. The scope of these General Terms and Conditions (hereinafter: GTC) includes all our offers, legal transactions and other services. They apply to entrepreneurs, legal entities under public law, special funds under public law as well as consumers.

2. Subsidiary agreements, supplements or amendments to these GTC must be made in writing.

3. Our General Terms and Conditions shall apply exclusively; we shall not recognize any terms and conditions of the contractual partner that conflict with or deviate from our General Terms and Conditions unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall also apply if we make deliveries or provide services in the knowledge that the contractual partner's terms and conditions conflict with or deviate from our General Terms and Conditions.

§ 2 Conclusion of contract

1. If the order of the contractual partner is to be qualified as an offer according to § 145 BGB (German Civil Code), we can accept it within 2 weeks.

2. Unless otherwise agreed in writing, our offers shall always be subject to change and non-binding.

3. Agreements made verbally, by telephone, by fax or by e-mail, such as orders, offers, orders, order changes, cancellations, etc., shall only become binding for us if they have been confirmed by us in writing. Silence on our part shall not be deemed as consent. However, in individual cases we shall be entitled to accept verbal or implied acceptance of the contract as well as acceptance by actual compliance.

4. several debtors of a service are considered as joint debtors.

§ 3 Place of performance

1. place of performance is the company headquarters in 50678 Cologne, Germany. Any deviating agreements on the place of performance made in individual cases shall remain unaffected.

unaffected by this.

§ 4 Performance

1. we are entitled to use the services of a third party to fulfill our performance obligations.

2. we do not assume any liability for possible delays in order processing or delayed collections. The contractual partner expressly agrees not to assert any claims for compensation in this context, regardless of the type and legal grounds.

3. If we have entered into a congruent hedging transaction for the performance of the contract and if we are not supplied by the upstream supplier or if we are not supplied in accordance with the contract, we shall be entitled to withdraw from the contract vis-à-vis the contractual partner after becoming aware of the circumstance. If we do not withdraw from the contract, we shall be released from our obligation to perform for the duration of the untimely or incorrect order processing.

4. events of force majeure - irrespective of whether they occur at our premises or those of our suppliers - shall entitle us to postpone the processing of the order by the duration of the hindrance and a reasonable start-up period or to withdraw from the contract on account of the part of the contract not yet fulfilled. The contractual partner can demand a declaration from us as to whether we wish to withdraw or deliver within a reasonable period of time. If we do not make such a declaration, the contractual partner may withdraw from the contract. Force majeure shall be deemed to include circumstances which make it considerably more difficult or temporarily impossible for us to process the order, such as transport hindrances, operational disruptions or industrial action. 5.

5. We shall only be obliged to take over those wastes and recyclable materials with regard to which we are entitled to dispose of them at the respective time and which comply with the quality and takeover criteria according to the offer in all respects.

6. Before handing over the materials/waste, the contractual partner shall submit all documents required by law - in particular the necessary accompanying certificates - in accordance with the currently valid version of the Closed Substance Cycle and Waste Management Act and the ordinances based thereon. The contractual partner shall precisely declare the material to be disposed of in accordance with the respective applicable statutory provisions, DIN standards and limit values, in particular with regard to type, composition, hazardousness, quantity and origin. Any hazards possibly associated with the treatment and any precautionary measures required shall be disclosed to us without being requested to do so. The weighing by our receiving point - insofar as the weighing is carried out by us - shall be decisive for the determination of the quantity of the delivered material.

7. The contractual partner confirms the correctness and completeness of the information contained in the order by means of his written order / e-mail, signing of the order and delivery bill, if applicable, or acceptance of the material. The contractual partner shall be liable to us for all damages and additional costs resulting from any deviation from the agreed quality and acceptance criteria and/or inadequate declaration of the accepted material. The contracting party shall also be liable for damage caused during delivery or collection as a result of the use of unsuitable or defective containers and vehicles. In the event that materials have been purchased by the customer and samples (test goods) have been sent to the purchaser in advance, samples will be retained by the seller (Baldassare Simonte cer) in order to exclude any subsequent discrepancies and to reject any recourse claims. A material purchased after sample testing by the customer is considered NOT subject to complaint, provided that it can be proven that the goods are congruent (sample compared to the delivered product).

8. In order to be able to guarantee continuous operation, all pick-ups/deliveries must be notified in writing at least one day before the pick-up/delivery. Acceptance of the material from the contractual partner shall be subject to the above specifications. Costs for empty runs for which the contractual partner is responsible shall be borne by the contractual partner. The contractual partner shall ensure that, when collecting the materials, idle times which exceed the usual loading time of 45 minutes do not occur. In case of exceeding this time, we are entitled to charge a demurrage fee. 10. In case of taking over waste materials intended for disposal, these become our property, as far as we are acting as a broker. Insofar as we act as brokers, we shall acquire neither possession nor ownership of the waste.

§ 5 Prices

1. Our prices are in euro exclusive of all taxes, fees and charges existing at the time of the conclusion of the contract. The statutory value added tax is not included in our prices, it will be shown separately in the invoice at the statutory rate on the day of invoicing. This does not apply to end consumers. Our prices to end consumers are inclusive of VAT and other price components.

2. We shall be entitled to increase the agreed prices in the event of changes in the underlying cost bases beyond our control to the extent of such changes. This shall apply in particular in the event of changes in wage costs due to changes in collective wage agreements or due to internal agreements, in the event of changes in other costs associated with the provision of services (such as for materials, energy, transport, external work, etc.) and in the event of changes in fees, taxes and levies.

3. Order changes or additional orders can be invoiced by us at reasonable prices without further preconditions.

§ 6 Payment

1. Unless otherwise agreed in writing, all invoices shall be due for payment net without deduction immediately upon receipt of the invoice. A cash discount deduction is only permissible on the basis of an express written agreement.

2. We shall be entitled to issue partial invoices at our discretion. We shall be entitled to request the contractual partner to make a corresponding advance payment. 3.

3. If there are justified doubts about the solvency or creditworthiness of the contractual partner, we shall be entitled at our own discretion, irrespective of any fault on the part of the contractual partner, to withhold deliveries or services until the agreed counter-performance has been rendered, to withdraw from the part of the contract that has not yet been fulfilled or - also in deviation from the individually agreed terms of payment - to demand advance payment, cash payment, cash on delivery or another suitable partial or full security deposit. If the contractual partner refuses to comply with the demand for the provision of security, we shall also be free to withdraw from the contract without further preconditions. In this case, the contractual partner, who is not entitled to any compensation claims whatsoever from our withdrawal, shall be obliged to fully reimburse our expenses actually incurred. 4.

4. If the contracting party fails to make payment when due, interest shall be charged on the outstanding amounts from the due date at a rate of 5 percentage points above the prime rate per annum. Any further claims, in particular for compensation for default interest and compensation for higher interest rates, shall remain unaffected. In the event of any delay in payment, the contractual partner shall also be obliged to reimburse us for all costs incurred in connection with the collection of outstanding invoice amounts - including legal costs. 5. Payments made to us shall be credited first to costs, then to interest and then to our oldest due claim, irrespective of any provision to the contrary made by the contractual partner.

5. The contractual partner shall not be entitled to withhold payments in full due to improper performance, but only with regard to an appropriate part. If we offer the contractual partner an appropriate security, this right to partial retention or refusal of payment shall also cease to apply. 6.

6. The contractual partner shall not be entitled to offset counterclaims of any kind unless these counterclaims have been legally established by a court of law or have been expressly recognized by us in writing.

7. Claims directed against us may not be assigned by the contractual partner to third parties without our prior written consent.

§ 7 Warranty and compensation

1. The contracting party shall be obliged to immediately inspect the service provided by us and shall notify us in writing of any defects within five days of the service being provided, stating the exact nature of the defect, the date of dispatch and, in the case of deliveries, the carrier and the delivery note number, insofar as they are obvious. In this case, the contractual partner must leave the goods untouched for inspection by us. If the contractual partner processes the delivered materials despite obvious defects, any warranty claim against us shall lapse. If the notification of obvious defects is not made in due time, all warranty claims, claims for damages and other claims of the contractual partner shall expire. Non-obvious defects, regardless of their nature, must be reported by entrepreneurs immediately after their discovery, but no later than one year after delivery. This shall not apply to defects to which § 438 para. 1 no. 2 BGB applies. 2.

2. We do not assume any liability for possible delays in the execution of the order or delayed deliveries/collections. The contractual partner expressly agrees not to assert any claims for compensation in this context, irrespective of their nature and legal basis.

3. Claims for damages against us based on slight negligence are excluded. This exclusion shall not apply to claims for damages based on intent or gross negligence or a breach of material contractual obligations by us. Furthermore, it shall not apply to injury to life, limb and health. This exclusion of liability shall also apply in favor of our organs, legal representatives, employees and other vicarious agents. Claims under the Product Liability Act shall remain unaffected. The contractual partner must prove the existence of gross negligence. 4.

4. The contractual partner shall be liable to us for direct and indirect damage, in particular damage caused by the fact that he or personnel commissioned by him have violated the obligations of § 4 (6) and § 4 (7) of these General Terms and Conditions. In this respect, he shall indemnify us against all claims of third parties. Furthermore, he shall be liable for all damage to the objects provided by us which can be proven not to have been caused by us. 5. In cases where

liability on our part arises as a result of defects on the part of third parties, the contractual partner shall first be referred to assert the claims assigned to him by us against the third party - if necessary in court. The contractual partner hereby accepts the assignment. If the enforcement remains unsuccessful, we shall be liable in accordance with the above provisions.

Insofar as we are entitled to a claim for damages against the contractual partner in lieu of performance in accordance with the statutory provisions, this shall amount to a lump sum of 25% of the agreed net price - without taking into account services already rendered and subject to proof of higher damages by us. The contractual partner shall be entitled to prove that no damage has been incurred at all or that the damage is significantly lower than the lump sum.

The period of limitation for the contractual partner's claims for defects shall be 12 months, calculated from the transfer of risk.

§ 8 Retention of title

1. We reserve title to the delivery item until receipt of all payments under the contract. In the event that the contractual partner acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the delivery. The taking back by us shall constitute a withdrawal from the contract. After taking back the delivery item, we shall be entitled to realize it; the realization proceeds shall be credited against the customer's liabilities - less reasonable realization costs. 2.
2. In the event of seizures or other interventions by third parties, the contractual partner must inform us immediately in writing so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the contractual partner shall be liable for the loss incurred by us. 3.
3. The contractual partner shall be entitled to resell the delivery item in the ordinary course of business; however, he shall already now assign to us all claims in the amount of the final invoice amount (including VAT) of our claim, which accrue to him from the resale against his customers or third parties, irrespective of whether the delivery item has been resold without or after processing. The contractual partner shall remain authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we undertake not to collect the claim as long as the contracting party meets its payment obligations from the proceeds collected, is not in default of payment and, in particular, no application has been made to open composition or insolvency proceedings or payments have been suspended. If this is the case, however, we may demand that the contractual partner inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.
4. the processing or transformation of the delivery item by the contractual partner shall always be carried out for us. If the delivery item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery item (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the item delivered under reservation. 5. If the delivery item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery item (final invoice amount including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the object of the contractual partner is to be regarded as the main object, it shall be deemed to be agreed that the contractual partner transfers co-ownership to us on a pro rata basis. The contractual partner shall hold the sole ownership or co-ownership thus created in safe custody for us. 5.
5. We undertake to release the securities to which we are entitled at the request of the contractual partner if the realizable value of our securities exceeds the claims to be secured by more than 10%; we shall be responsible for selecting the securities to be released.

§ 9 Applicable law, place of jurisdiction

1. German law shall apply exclusively to all legal transactions concluded between us and our contractual partners. The UN Convention on the International Sale of Goods (CISG) shall not apply. 2.
2. The place of jurisdiction for all disputes arising from or in connection with the legal transaction shall be the competent court at the registered office in Cologne. However, we expressly reserve the right to sue the contractual partner in any other place of jurisdiction, in particular at the registered office of the contractual partner.
3. When invoicing deliveries and collections, the contracting party shall be obliged to state its VAT identification number and tax number. The sales tax regulations of the respective recipient member state shall apply if either the contractual partner is registered for sales tax in another EU member state or if we are registered for sales tax in the recipient member state.
4. if the contractual partner, who is domiciled outside the Federal Republic of Germany, or his agent collects goods and transports or dispatches them to the territory outside the Federal Republic of Germany, the contractual partner must provide us with proof of export for tax purposes. If this proof is not provided, the contractual partner shall pay the sales tax applicable to deliveries within the Federal Republic of Germany on the invoice amount.