

GENERAL TERMS AND CONDITIONS of MAYER RECYCLING GMBH

Edition: October 2017

hereinafter referred to as "MAYER"
effective from 2017-10-01

1. Scope

1.1. All terms and definitions used in these General Terms and Conditions are governed by the applicable Austrian laws as amended from time to time.

1.2. These General Terms and Conditions (hereinafter referred to as: "GTC") of MAYER's, unless expressly agreed otherwise in writing, shall apply exclusively and also to all future business relationships even if no express reference is made to them. Any (business) terms and conditions of MAYER's contractual partners that conflict with or deviate from these GTC shall only apply after our written acknowledgement and consent. Unconditional acceptance and execution of an order shall in no case be deemed such consent. Any subsidiary agreements, supplements or amendments to these GTC must be made in writing.

2. Cost proposals, cost estimates, cost overruns, order changes and additional orders

2.1. Cost proposals and cost estimates shall be prepared by MAYER to the best of its knowledge. However, MAYER does not guarantee the correctness and completeness of the cost estimates prepared.

2.2. A price proposed or estimated after inspection and/or sampling by MAYER shall be binding insofar as the quantity and quality of the samples correspond to the actual quantity and quality of the material. If the quantities or qualities of the material should change during a current order, the price may be adjusted at any time.

3. Vessels and other equipment, installation and approval, traffic safety

3.1. Any vessels (receptacles, containers and the like) and other equipment provided by MAYER shall remain MAYER's property. MAYER accepts no liability for the cleanliness and tightness of the vessels. The user shall be liable for any damage caused by improper use of the vessels provided and for the costs of repairing or replacing such vessels.

3.2. If waste is provided in vessels of the other party to the contract or of a third party, such vessels must comply with the statutory requirements. If such vessels should constitute containers as defined by Art. 2 of the Packaging Regulation (VerpackVO), the other party shall be responsible for the licensing or release of these containers and for indemnifying MAYER against all claims in this respect. MAYER shall be entitled to affix its own labels to these vessels.

3.3. The Client shall disclose the location of troughs and other vessels. Access to the deployment site must be suitable and permitted for vehicles with a total weight of more than 7.5 tonnes. If this access should fail to be ensured, the Client shall bear all additional costs incurred as a result of the delay or impediment, and/or MAYER reserves the right to withdraw from the contract and to charge any travel costs incurred.

3.4. The Client shall be responsible for properly securing any deployed troughs and vessels, including but not limited to deployment on a road or roadside (traffic safety obligation). Uncovered troughs or other vessels shall be protected by the Client against weather-induced impact (such as rainwater). The Client undertakes to obtain the consent of the landowner at the Client's own expense before deploying troughs and other vessels and, in the case of the use of public property, to obtain the approval of the authorities in good time.

4. Payment

4.1. The invoice shall be issued after the service has been rendered on the basis of records kept by MAYER. MAYER may issue partial invoices prior to the complete rendering of the service.

4.2. The contracting partner grants revocable consent for the invoice to be sent by post or as a PDF by e-mail. In its capacity as invoice recipient, the contracting party must ensure that electronic invoices can be properly delivered. Invoices sent to the contracting partner's latest disclosed contacts shall be deemed to have been received.

4.3. The invoices are due for immediate payment without deduction on the invoice date. Payments shall be made in cash or by bank transfer to MAYER's account. Payment by cheque or bills of exchange will not be accepted by MAYER.

4.4. A discount must be expressly agreed in writing.

4.5. Any delay in payment shall entitle MAYER to withdraw from the contract and to refuse further acceptance of waste, to withdraw provided waste vessels immediately or to return the waste accepted. All costs incurred as a result (by transport, storage and handling costs or otherwise) shall be reimbursed by the contracting party.

4.7. Offsetting by the contracting party against counterclaims of any kind whatsoever shall in any case only be permissible upon MAYER's written consent.

4.8. If there is any substantiated doubt as to the solvency or creditworthiness of a contractual partner, MAYER shall be entitled to demand advance payment, cash payment, cash on delivery or other securities at any time, even in deviation from the terms of payment agreed per se, to revoke payment periods granted and to demand immediate payment of outstanding payments. If the contracting party should refuse to make advance payments or similar, MAYER shall be entitled to withdraw from the contract with no further action and without the contracting party being entitled to any compensation claims against MAYER. In this case, the contracting party shall be obliged to reimburse MAYER in full for any expenses actually incurred.

5. Acceptance of waste and scrap

5.1. MAYER shall only accept waste, hazardous waste, waste materials and the like that do not contain any radiant or explosive substances. The supplier shall ensure the correct classification of waste and shall be liable for all damage caused to MAYER or any third parties by incorrect and/or inadequate designation or classification and/or classification of waste, hazardous waste or waste materials. In case of doubt, the final classification into one of the listed waste groups as per Ö-Norm S 2100 and the applicable Regulation on the Determination of Hazardous Wastes shall be made after a laboratory analysis carried out by MAYER at the Client's expense. The

result of the analysis carried out is binding for both parties.

5.2. In principle, all waste shall be delivered to MAYER by the Client in statutory, technologically flawless vessels including appropriate documentation (such as delivery notes, volume records, waste classification and so forth). In the event that the documentation does not comply, MAYER may refuse acceptance.

5.3. MAYER may require the Client to collect any radiant or explosive substances which contain toxic, acid and/or corrosive substances and/or which exceed the applying statutory limits. In the event that the collection is refused and/or if there is an imminent risk, MAYER shall be entitled to arrange for removal or recycling. Any ensuing damage as well as the costs of sorting, interim storage and replacement shall be borne in full by the Client.

5.4. If, for whatever reason, MAYER should lose the right to collect, treat or recycle individual materials, MAYER may refuse to accept these materials.

5.5. In the event that incorrectly designated waste is delivered, the supplier shall bear the costs of sorting, intermediate storage, handling and replacement.

5.6. If there is any doubt as to the correct labelling of waste, MAYER shall be entitled to have any such delivered or provided waste inspected at the Client's expense. The result shall be binding for disposal and cost accounting. Weighing by MAYER or a third party appointed by MAYER shall be authoritative for determining the quantity of waste. Any classification of price groups by MAYER based on samples and specimens sent in shall always be non-binding. Binding offers can only be made after MAYER has taken its own samples.

5.7. Despite the conclusion of a contract, the acceptance of waste may be refused, including but not limited to the following cases:

- Missing, incorrect or incomplete accompanying documents,
- Missing, incorrect or incomplete marking of the waste,
- Missing, incorrect or incomplete quantity and volume data,
- Non-weatherproof and/or illegibly labeled vessels,
- Unsuitable vessels for (intermediate) storage,
- Delivery of radioactive waste (see 5.9).

5.8. Delivery, operational waiting times, unloading or dispensing of waste shall be at the expense and risk of the Client. The instructions of MAYER's operating personnel must be complied with. In the event of a legitimate refusal to accept, the Client shall have no claims against MAYER.

5.9. MAYER shall be authorised to inspect all delivered materials for radioactivity. If any radioactivity is detected, MAYER shall commission a qualified expert (Art. 2 Para. 29 Radiation Protection Act) with the proper inspection of the waste delivered. The costs of this inspection will be charged to the Client. If the inspection shows that the material may be accepted by MAYER, the

Client will be informed of this result and the acceptance process will be continued. If the inspection shows that the material may not be accepted by MAYER, but may be sent to a company instructed by the authorities (Nuclear Engineering Seibersdorf GmbH or otherwise, hereinafter referred to as NES for short) for further treatment, the following procedure will be applied:

- We shall inform the Client of the result of the inspection by e-mail, fax or telephone.
- The Client undertakes to instruct an officially authorised company to collect and properly dispose of the waste in question as soon as possible - but no later than 12.00 noon on the following working day - and to send us a copy of this instruction and the official authorisation of the company commissioned by e-mail or fax. Any radioactive

waste must be collected as quickly as possible but no later than within two working days of the results of the inspection being forwarded. The costs incurred by us in parking the delivery vehicle shall be invoiced to the Client.

- If there is a risk of delay and if the waste in question must be taken immediately to an authorised disposal company, MAYER shall be entitled, without prior consultation with the Client, to commission an authorised company (such as NES) with proper disposal of the waste. The costs incurred will be charged to the Client.

5.10 In the case of deliveries of scrap metal, the seller/supplier must ensure that the delivered scrap metal is completely free of any explosives, objects suspected of being explosive and closed hollow bodies. Any hollow bodies must be opened in such a way that no liquids can accumulate in them in any position. In any case, the delivery of defused explosive devices is strictly prohibited as well. Delivered scrap must not contain any contaminated material or emit radioactivity. The seller/supplier is liable for all damage caused by the delivery of explosives or radioactive materials. If, contrary to expectations, such material is also loaded, it shall be returned at the supplier's expense. In the event that the delivered scrap contains explosive devices, objects suspected of being explosive or closed hollow bodies, the following shall be agreed: At MAYER's instruction, the seller/supplier must immediately arrange for removal at its own expense.

5.12 Only weights determined by full and empty weighing of the lorries at the place of receipt on officially approved scales shall be accepted. The seller has no claim to the return delivery or availability of over-delivered quantities. Any additional freight costs incurred in the event of underdelivery shall be borne by the seller.

5.13 Quality acceptance shall be carried out by MAYER upon receipt. The supplier expressly acknowledges that MAYER is entitled to claim lump-sum weight deductions or price reductions for any contamination of the delivery (in particular by dirt and water).

6. Collection and personal delivery

6.1. In the event of an agreed collection by MAYER, such collection shall be effected by lorry. MAYER shall be entitled to carry out the collection at its own discretion or to have it carried out by a third party.

6.2. Any additional costs for waiting and idle times for the collection, acceptance or unloading of waste as well as the costs for empty journeys arranged by the Client shall be borne by the Client.

7. Warranty and compensation

7.1. The Client shall be solely liable for any consequences and damages arising from unsuitable vessels and/or missing, illegible or incorrect labelling as well as from the introduction of incorrect waste.

7.2. The contracting party shall be liable for any damage caused by loss or improper handling or use of the vessels, including but not limited to excess of the highest permissible total weight of the vessel or by improper or non-consensual placement of the vessel, such as non-consensual placement on public property or breach of the duty to ensure safety on the road. The contracting party shall indemnify and hold MAYER harmless against any claims asserted.

7.3. The contracting party of MAYER shall be obliged to immediately check the services provided by MAYER and shall notify MAYER of any defects in writing within three days of the provision of the service, giving precise details of the defect, otherwise all warranty claims, claims for damages and other claims of the contracting party shall lapse.

7.4. MAYER shall in any case be entitled to remedy any defects at its discretion by improvement or replacement within a reasonable period of time. In such cases, any claim to a price reduction shall be excluded. If MAYER remedies a defect, the warranty period shall not be extended.

7.5. If the contracting party rectifies the defect on its own, MAYER shall only be liable for any costs incurred as a result if MAYER has given its express prior written consent to this rectification by the contracting party.

7.6. MAYER shall not be liable for any damage resulting from regular wear and tear, from incorrect use or from circumstances outside normal operating conditions.

7.7. Any complaints and claims for compensation arising from any damage caused by MAYER's vessels or vehicles must be asserted in writing within no more than 8 days or they shall be deemed expired.

7.8. MAYER accepts no liability whatsoever for any delays in the execution of the order or for late pick-ups. The Client

8.1. MAYER processes personal data for order processing and customer relationship management purposes.

expressly agrees not to assert any related claims for damages against MAYER.

7.9. Claims against MAYER for damages shall be excluded in cases of slight negligence. The contracting party must prove the fact of gross negligence. Claims for compensation shall in any case expire one year after MAYER has provided the service or delivered the goods.

8. Data privacy

The Client expressly agrees to the processing of any personal data required for the provision of the service.

8.2. For the purpose of credit assessment and debt collection, application data, address data, payment experience data on compliance with due dates as well as on undisputed claims that have not been paid after the due date shall be submitted to bodies commissioned by us for the purpose of credit insurance or debt collection.

9. Consumer transactions

9.1. If there is a consumer transaction as defined in Art. 1 paragraph 1 Consumer Protection Act (Konsumentenschutzgesetz KSchG) and if any compulsory provisions of this Federal Act should stand against the enforceability of individual provisions of these General Terms and Conditions, it shall be deemed agreed that the relevant compulsory provisions of the KSchG shall replace the corresponding provisions of the General Terms and Conditions. However, all other provisions of these GTC shall remain fully effective.

10. Final provisions

10.1. Should a provision or part of a provision of these GTC be or become ineffective, this shall not affect the effectiveness of the remaining provisions of these GTC. In this case, the respective contracting party undertakes in written agreement with MAYER to replace the ineffective provision with a provision which reproduces as close as possible the economic purpose of the ineffective provision and which is legally permissible.

10.2. Austrian substantive and formal law shall apply to all contracts between MAYER and its clients.

10.3. All disputes between MAYER and its contracting partners shall be subject to the jurisdiction of the competent regional court in Leoben.