

General Terms and Conditions of SARPI Deutschland GmbH, SARPI Entsorgung GmbH, and SARPI Schkopau GmbH

1. Scope of Application

- a) These General Terms and Conditions (GTC) apply to all contractual relationships between SARPI Deutschland GmbH, SARPI Entsorgung GmbH, or SARPI Schkopau GmbH (hereinafter referred to as the "Company") on the one hand and the customer on the other hand, unless otherwise agreed in writing.
- b) These GTC apply only to entrepreneurs within the meaning of Section 14 (1) BGB (German Civil Code) and public law entities or special public assets (hereinafter referred to as the "Customer").
- c) Terms and conditions of the Customer or third parties do not apply, even if the Company does not expressly object to their validity. They only apply if and to the extent that the Company has expressly agreed to them in writing.
- d) Unless otherwise agreed, the GTC in the version valid at the time of the Customer's order or in the current version available on the SARPI homepage (<https://www.sarpi.veolia.com/de/unsere-allgemeinen-geschaeftsbedingungen>) shall apply as a framework agreement also for similar future contracts, without the Company having to refer to them again in each individual case.
- e) Individual agreements (e.g., framework agreements, quality assurance agreements, price agreements) and information in the Company's order confirmation take precedence over these GTC. In case of doubt, trade clauses are to be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- f) Material declarations and notices by the Customer relating to the contract must be made in writing. Writing in the sense of these GTC includes written and text form (e.g., letter, e-mail, fax). Statutory form requirements and the Company's right to demand further evidence, especially in case of doubt as to the legitimacy of the declaring party, remain unaffected.
- g) References included in this GTC referring to the applicability of statutory provisions are for clarification purposes only. Therefore, even without such clarification, the statutory provisions apply unless they are directly amended or expressly excluded in these GTC.

2. Offer and Conclusion of Contract

- a) Offers of the Company are subject to change and non-binding unless the Company has expressly stated in writing that, and to which extent, the offer is binding at the time of the offer. Offers of the Company also remain subject to change and non-binding if the Company indicates that an offer is only valid and can only be accepted within a certain period of time.
- b) Orders of the Customer are only considered accepted when the Company confirms them in writing. If the Company does not specifically confirm a contract concluded orally or by telephone in writing, an invoice issued by the Company relating to such contract shall be considered as confirmation.
- c) Binding collection or delivery dates can only be agreed upon in writing individually. Communicated collection or delivery dates or schedules are non-binding unless expressly marked as binding in writing and are provided for planning and disposition purposes on the part of the Company. Therefore, the Company is also entitled to reschedule delivery dates. The Company is not obliged to accept or collect waste outside of an agreed or (for planning purposes non-bindingly) notified collection or delivery date.
- d) Even in the case of agreed collection or delivery dates, the Company is only obliged to accept waste within the scope of free capacities.
- e) The Company's offers are made on the condition that the Customer provides complete and correct information in the documents requested by the Company (in particular in the waste data sheet and in response to supplementary inquiries). In case of deviations from the Customer's data concerning the waste delivered for collection or prepared for collection by the Customer, in particular in case of incorrect

or incomplete data concerning the type, origin, nature, composition or hazard classification, the Company is entitled to refuse collection, transport or acceptance of the delivered waste. In such a case, the Company may require the Customer to take back the delivered waste at the Customer's expense or to pay the costs of transport (in the case of collection). The Company reserves the right to further claims. In particular, the Company reserves the right to charge for service, processing and storage times in accordance with the current price list, which will be communicated to the Customer.

- f) Offers of the Company are based on samples provided by the Customer and their declarations about the nature and condition of the waste (e.g., information in the waste data sheet or comparable information).
- g) Offers of the Company are based on the Customer's specified estimated annual delivery quantity for regular deliveries.
- h) The information provided by the Customer in the disposal certificate and any official permits and conditions form the contractual basis and thus an integral part of this contract.

3. Performance of the Company

- a) As a certified waste management company according to EfBV, the Company assumes the proper and legally compliant recycling or – where applicable – disposal of the waste delivered by the Customer, including the management, storage, and deposition of waste.
- b) Only if expressly agreed with the Customer, the Company also assumes the collection and transport of the waste to be provided by the Customer. For the transport of waste, the General German Forwarding Conditions 2017 (Allgemeine Deutsche Spediteurbedingungen 2017, ADSp 2017) apply and take precedence over these GTC. The Customer is aware that the ADSp provide for a deviation from the statutory liability.
- c) The Company is entitled, but not obliged, to carry out a disposal other than that provided for in the contract if the originally intended disposal is not possible and the alternatively chosen disposal is legally permissible and reasonable for the Customer.
- d) Unless the Company has agreed to transport the waste, it shall be delivered free of charge to the agreed delivery point and, unless otherwise agreed, to the company's premises. Acceptance and disposal shall only take place after a prior appointment has been made with the company's scheduling department.
- e) All services are provided during the Company's business hours, i.e., Monday to Friday from 7:00 a.m. to 3:00 p.m. Services are provided by the Company, unless otherwise agreed (especially in case of agreed collection and transport), ex-works at its headquarters (EXW - Incoterms 2020).
- f) The Company is entitled to perform outstanding deliveries or services only against advance payment or security if, after the conclusion of the contract, circumstances become known that are likely to significantly reduce the Customer's creditworthiness and thereby put the payment of the Company's outstanding claims by the Customer from the respective contractual relationship at risk (including from other individual orders for which the same framework agreement applies).
- g) The Company is authorized by the Customer to make all necessary declarations to authorities, authorized agents, or third-party companies in connection with the acceptance, collection, or transport of the waste and to issue the required documents. The Company thereby acts in accordance with the Customer's instructions. The Customer remains entitled to issue accompanying documents itself. Notwithstanding the authorization of the Company, the Customer shall remain responsible for the completeness and accuracy of the information provided, in particular, but not limited to, the declaration and classification of the waste generated – both under public law and under civil law – towards the mentioned entities.
- h) The Company shall be entitled to use third-parties to fulfill its obligations under the contract.

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- i) The Company is only obliged to accept and dispose of waste if the containers used for transport have been filled properly and as intended and instructed. In the event of improper or unintended filling, the Company is entitled to refuse acceptance. The Customer is obliged to compensate the Company for damages and additional expenses (e.g., for required analysis, reloading, transport, alternative disposal) arising from improper filling or unintended filling.
- j) If it has been agreed that the Company will collect the waste from the Customer and transport it to the disposal site, the obligations of the Customer set out in this clause 4 shall apply mutatis mutandis.

4. Obligations of the Customer

- a) The Customer shall comply with all applicable legal regulations at all times, particularly waste law, without the need for notice from the Company. The Company will independently comply with the provisions of the KrWG and subordinate or accompanying regulations such as AbfAEV, AVV, NachwV, DepV in their respective current versions. If permits are required on the part of the Customer for the storage, reservation, movement, transport, or delivery of waste, the Customer will obtain all necessary permits.
- b) All statutory obligations of the Customer shall continue to apply even if the Customer orders waste management disposal by the Company. The performance obligations assumed by the Company do not release the Customer from its responsibility for the waste to be recycled or disposed of under public law, nor from other legal obligations relating to it.
- c) The Customer will accurately and fully describe the waste and the modalities of its delivery or provision for collection (e.g., packaging form, scope, quantity where applicable, separation, labeling, declaration, GHS marking according to UN-GHL, storage class according to LKG) in the form requested by the Company (waste data sheet, inquiries) and, unless otherwise required by the Company, in writing with an indication of a waste code and waste designation. The Customer shall immediately notify the Company in writing, without waiting for a request to do so, if it becomes aware of any changes in the characteristics or composition of the waste. This duty also applies if the changes in the waste do not lead to a different classification under waste law. Where the information to be supplied by the Customer requires laboratory analysis or similar testing and such analysis is not carried out by the Company, the Customer shall be responsible for proper analysis by an authorized and accredited laboratory, where required by law.
- d) The Customer shall be responsible for compliance with all legal requirements, in particular waste and transport regulations, during the transport and delivery of the waste.
- e) The Customer will properly declare the waste for transport, as required by German and European transport and/or waste law and provide the necessary accompanying documents.
- f) The Customer will properly prepare and package the waste for delivery in compliance with the acceptance criteria for the respective waste category communicated by the Company (SARPI acceptance criteria for waste) and all applicable legal or regulatory requirements. If the Company provides specifications regarding the type and scope of delivery, these must be adhered to by the Customer.
- g) Where the Company makes containers available to the Customer on a rental basis for the purpose of delivery or collection, the Customer shall be obliged to handle them with due care and shall be liable for any loss, damage caused by negligence or contamination beyond the scope of the intended use. This also applies if the containers are made available free of charge by way of exception.
- h) The Customer, its employees, and third parties commissioned by it, e.g., transport persons, will comply with the instructions of the personnel of the Company's accepting facility or institution during delivery or collection for transport. Transport persons and agents of the Customer must wear the prescribed personal protective equipment on the Company's premises.
- i) The Customer commits to complying with the Company's published Code of Conduct in its current version. The Code of Conduct is available on the Company's website at <https://www.veolia.com/en/veolia-group/who-are-we/ethics-and-values> for download.

5. Prices, Invoicing, and Payment Terms

- a) All prices are quoted free delivered and exclusive of VAT.
- b) Unless otherwise agreed, the prices in force on the date of performance of the contract in accordance with the quotation shall be applicable.
- c) Additional and special services as well as surcharges for additional expenses will be charged separately.
- d) Where payment is based on weight, the waste shall be weighed on delivery on a calibrated scale provided by the Company and the weight recorded on the weighing slip shall be decisive for invoicing. If the weight of the delivered waste is below the minimum load of the scale, the small quantity flat rates according to the price list communicated to the Customer shall apply. If parameters such as material composition and material concentration are decisive for the acceptance of the waste and/or payment, the Company will take a sample of the respective delivery and analyse it in its own laboratory upon delivery and prior to acceptance at the disposal facility. The result of the laboratory sample shall be decisive for payment.
- e) The Company shall invoice its services weekly, unless otherwise agreed.
- f) Invoice amounts are due for payment without deduction 14 days from the date of invoicing, unless otherwise agreed.
- g) The set-off with counterclaims of the customer or the retention of payments on account of such claims is only permissible if the counterclaims are undisputed or have been legally established or arise from the same order under which the respective delivery is made.
- h) The Company reserves the right to change prices accordingly for contracts for recurring services and for contracts for waste disposal, the processing of which takes longer than three months, if cost increases occur after contract conclusion (especially due to collective agreements, other changes in wage, ancillary wage, and other wage-related costs, changes in oil prices or other energy costs, taxes, duties of third-parties, and third-party fees). Similarly, the Company is obligated to proceed in the case of cost reductions. Both cost reductions and cost increases will be demonstrated by the Company to the Customer upon request and taken into account in the event of cost increases and reductions.
- i) If additional costs arise during the term of the contract due to changes in disposal-relevant laws or due to normative or actual, not only insignificant, modifications of disposal routes, the Company may demand a fee modification corresponding to the changes from the effective date of the change.
- j) A modification under the preceding paragraphs becomes effective if the Customer does not object in writing within two weeks of asserting the modification. If the fee modification leads to an unreasonable fee increase for the Customer, the Customer has the right to terminate the contract with a notice period of four weeks effective to the end of the quarter. The burden of proof for the existence of unreasonableness lies with the Customer. Unreasonableness is usually given in the case of an increase of over 10% of the agreed total fee. In all cases of fee changes that demonstrably lead to a cost increase of more than 5% of the total order amount, the Company is entitled to terminate the contract extraordinarily with a notice period of 4 weeks to the end of the month.

6. Liability

- a) The liability of the Company, its legal representatives, and vicarious agents, regardless of the legal grounds, for all damages – except for injury to life, body, and health – is excluded, unless the respective damage is based on an intentional or grossly negligent breach of duty or a culpable breach of essential contractual obligations, i.e., obligations whose fulfillment makes the proper execution of the

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contract possible in the first place and on whose fulfillment the Customer may regularly rely (so-called cardinal obligations).

- b) The Company's liability for damages is limited to the typically occurring, foreseeable damage.
- c) The aforementioned exclusion of liability applies to the same extent to the personal liability of the Company's legal representatives, employees, and vicarious agents.
- d) The Customer is liable to the Company for the accuracy of the information provided by it. It is liable to the Company for all damages resulting from its or its commissioned personnel's breach of contractual obligations. The Customer shall indemnify the Company from any claims of third-parties resulting from this.

7. Warranty

- a) The Company shall be entitled to choose between several reasonable options for supplementary performance.
- b) In the event of defective performance, the Company may make at least two attempts at subsequent performance, unless two attempts at subsequent performance are unreasonable for the Customer in the individual case.
- c) Claims against the Company due to defects become time-barred within one year from the statutory start of the limitation period. Excluded from this are claims for damages, reimbursement of expenses, and claims due to defects that have been fraudulently concealed. Also excluded are claims for defects that originate from the breach of a quality guarantee ("Garantie") as per German statutory law.

8. Duration for Contracts containing Continuing Obligations, Termination, and Withdrawal

- a) If the contract does not provide for a fixed collection quantity but a regular collection and disposal of waste of unknown quantity (continuing obligation) and unless otherwise agreed, the contract has a term of one year. The contract can be terminated for the first time at the end of the fixed term with a notice period of three months. If no termination is made, the contract is extended by another year each time, maintaining the three-month notice period.
- b) The Company's right to extraordinary termination without notice for good cause remains unaffected. A good cause exists in particular in the event of the Customer's insolvency or application for the opening of insolvency proceedings over its assets or if proceedings are dismissed for lack of assets, if a credit insurance for goods can no longer be taken out for the Customer, or if the Customer repeatedly breaches essential contractual provisions.
- c) Furthermore, the Company can withdraw from contracts that are not continuing obligations if there is a good cause according to (b). Any existing statutory right of withdrawal remains unaffected.

9. Data Protection

The Company and the Customer will comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 ("General Data Protection Regulation," "GDPR") and the Federal Data Protection Act ("BDSG") when processing personal data.

10. Force Majeure

The Company shall not be liable for impossibility of performance or delays in accepting waste if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g., all kinds of operational disruptions, capacity shortages caused by these or other factors, difficulties in obtaining materials or energy, transport delays, strikes, lawful lockouts, labour shortages, energy or raw material shortages, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures, or the failure of suppliers to deliver, or to deliver correctly or on time, despite a congruent covering transaction entered into by the Company) for which the Company is not responsible. If such events make the Company's performance, in particular the acceptance of waste, significantly more difficult or impossible and the hindrance is not only of a temporary nature,

the Company shall be entitled to withdraw from the contract. In the case of temporary hindrances, any binding delivery or performance dates shall be extended by the period of the hindrance plus a reasonable start-up period. If the delay makes it unreasonable for the Customer to continue with the Contract, the Customer may cancel the Contract by giving immediate written notice to the Company.

11. Final Provisions

- a) If the contract or these GTC contain gaps or omissions, the legally effective provisions that the contractual partners would have agreed upon according to the economic objectives of the contract and the purpose of these GTC had they known about the gap shall be deemed agreed upon to fill these gaps or omissions.
- b) If the Customer is a merchant, a legal entity under public law, or a special governmental estate, the place of jurisdiction for all disputes arising from or in connection with the contract is agreed to be the Company's registered office. Additionally, the Company is entitled to assert its claims at the general place of jurisdiction of the Customer.
- c) The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.