

# General Terms and Conditions of MUEG Mitteldutsche Umwelt- und Entsorgung GmbH (hereinafter: MUEG)

## 1. General

a) The following General Terms and Conditions (in short: GTC) apply exclusively to entrepreneurs according to § 14 HGB (German Commercial Code) as well as legal entities under public law.

b) The General Terms and Conditions of MUEG in their latest version apply exclusively.

Any differing, conflicting or additional supplementary general terms and conditions the other contractual party may have do not apply and are excluded.

The aforementioned applies also if MUEG is aware of the existence of such general terms and conditions of the other contractual party and does not expressly refute these or has executed deliveries or created works or rendered services.

## 2. Term of acceptance for offers

The term of acceptance for offers of MUEG is 2 weeks unless a different term is stated in the offer of MUEG. The term of acceptance starts on the date of reception of the offer.

## 3. Documents made available, secrecy

a) MUEG holds property rights and copyrights in the figures, drawings, calculations and other documents.

b) Documents made available by MUEG may not be disclosed to third parties if they are marked as "confidential". The other contractual party may not pass them on to third parties without prior written consent from MUEG.

## 4. General prices – payment terms

a) MUEG is entitled to determine its prices by notifying the other contractual party if and to the extent that costs (e. g. prices of previous suppliers, freight, wages, levies) increase following the conclusion of the contract. Such increases are documented to the contractual partner upon request. With the exception of continuing obligations, the abovementioned provision is not applicable if a service is to be provided within four months following the conclusion of the contract.

b) All agreed prices are net prices, plus the legally valid value added tax.

c) The invoice amount is payable as gross amount (without deductions) no later than 14 days following the invoice date.

d) Unless indicated otherwise in the offer of MUEG, prices do not include fees and expenses (costs) pursuant to the ordinances and provisions on the disposal of hazardous waste / regulations concerning notification / allocation of waste, which are specific to each country. Such costs are to be borne by the other contractual party.

## 5. Exclusion of setoff

Setoff is excluded unless it is with counterclaims that are undisputed, finally adjudicated upon or ready for a decision in a legal dispute. Also excepted from the exclusion of setoff are such claims as have arisen from the mutuality of obligation.

## 6. Time of performance

The prerequisite for the start of the time of performance as stated by MUEG is that all technical questions have been clarified and all required official approvals have been procured by the other contractual party.

## 7. Retention of title

MUEG reserves the title of ownership in supplied materials until the purchase price has been paid in full. (retention of title)

If the retention of title expires on account of the materials being sold on, integrated and/or converted, it is replaced by the new object or the claim resulting from it (extended retention of title).

The provision on the extended retention of title does not apply vis-à-vis consumers.

## 8. Limitation/exclusion of liability

a) MUEG is liable without limitation for intent and gross negligence, as well as for damage to health, life and limb.

b) MUEG is liable for simple negligence only where significant contractual duties were breached. Significant contractual duties are understood to be duties whose completion is indispensable for enabling the correct performance of the contract, and which the contractual partner regularly trusts to be met and may be expected to do so.

c) Mutual liability is limited to contractually typical, foreseeable damage. However, for the individual case, the liability is limited to the extent of the coverage granted by the comprehensive general liability insurance held by MUEG and applicable for the damage case.

d) MUEG is liable toward third parties according to the extent of its contributory negligence. The liability of MUEG vis-à-vis the clients of the other contractual party within the internal relationship is limited to the liability limit pursuant to subsections b and c. The other contractual party will hold MUEG fully harmless for any claims exceeding this limit.

e) Any further liabilities, regardless of their legal basis, are excluded. In particular, the parties are not liable for loss of production, business interruptions, lost profits, as well as information and data loss.

f) The above liability limitations do not apply for any strict liability stipulated by law, such as the German Product Liability Law (Produkthaftungsgesetz), or a guarantee of characteristics irrespective of fault.

## 9. Warranty for defects

Warranty claims asserted by the other contractual party are subject to the other contractual party having met his obligation of inspection and notification pursuant to Sec. 377 German Commercial Code HGB if the business for both parties is a commercial transaction.

Moreover, the legal warranty rights apply.

# General Terms and Conditions of MUEG Mitteldesche Umwelt- und Entsorgung GmbH (hereinafter: MUEG)

## 10. Works contracts / engineering contracts

a) If the contract concluded is a works contract or an engineering contract, the Official Contract Terms for the Awarding of Construction Contracts Part B VOB (VOB/B) or, respectively, the Fee Structure for Architects and Engineers (HOAI) in their version applicable at the time of the conclusion of the contract apply based on these present General Terms and Conditions.

b) Moreover, the services owed pursuant to the contracts are to be performed in accordance with the generally accepted codes of practice.

## 11. Delivery of residual waste from power plants

a) For all deliveries of residual waste material from lignite power plants in south-east Germany (residual waste from power plants) the following additional conditions apply, unless the offer of MUEG or contractual provisions expressly contain/-s) differing conditions.

b) Delivery can take place only if the proof of admissibility for the intended use of the residual waste from power plants for the purposes of material waste utilisation has been presented individually for each project.

c) Delivery is subject to the actual volumes occurring and other pre-existing obligations of utilisation and delivery. In the event of supply shortages, there is no title to receive replacement deliveries of a residual waste from power plants that was not indicated in the offer or contractually agreed.

d) Silo trucks (semi-trailers) are used to carry out delivery. The recipient is to ensure that unloading takes place into appropriate containers. The free unloading time, the stall fee etc. are indicated/agreed separately in the offer/contract. Access via paved roads (40 t overall load), a total free passage height of 4 m, a free height of 11 m for tipping and ground with sufficient load-bearing capacity for the point support of the semi-trailer must be ensured.

e) All prices indicated apply to fully loaded vehicles. If lesser quantities are needed or if vehicles that were already allotted cannot be accepted or not fully accepted, the additional expenses resulting from this are invoiced separately.

f) Information on the properties of the residual waste from power plants, test samples up to 10 kg, sample deliveries in the silo road vehicle (against remuneration) will be made available upon request from the other contractual party.

g) MUEG does not warrant properties or fitness.

The responsibility for the correct technical and legal handling of the residual waste from power plants (including with regard to any property rights of third parties) is exclusively with the recipient or, respectively, the other contractual party. The pertinent EU safety data sheets will be made

available upon request from the recipient or, respectively, the other contractual party.

h) MUEG does not assume any liability for disruptions in the construction process due to deliveries of the residual waste materials by the power plants being temporarily reduced on account of supply or traffic. Details of the delivery processing are to be coordinated in a timely manner (e. g. access, operating times, contacts). Call-off orders are processed only with a lead time of at least 2 working days (Mondays to Fridays).

## 12. Waste water

If the object of the contract concluded is the discharge of waste water into biological waste water purification plants (sewage treatment plants) of MUEG, the respective Company Regulation for the Indirect Discharge of MUEG in its latest applicable version applies. This will be submitted separately if required.

## 13. Delivery of waste materials for utilisation / disposal

a) The acceptance of waste materials for utilisation or disposal is subject to the waste material types, acceptance requirements, the pertinent operating instructions of MUEG in their latest applicable version, as well as the company site road traffic regulations. The acceptance conditions and limits as well as the operating regulations applicable to the respective plant shall be communicated separately to the supplier on request of the respective plant.

a) It is the producer's or, respectively, supplier's responsibility to ensure that the quality of waste materials meets the acceptance requirements and is within the acceptance limits. MUEG is entitled without reservation to perform checks on the waste materials in order to make sure, through spot-check analyses, that the approved limit values at the company sites are complied with.

If deviations are found, the other contractual party undertakes to fully compensate the lab costs incurred. These costs are invoiced separately.

b) If waste deviating from No. 13 a) is delivered, the producer or, respectively, supplier undertakes to take the waste back and fully compensate the costs incurred for its storage and/or treatment and/or disposal.

c) With regard to preliminary documentation or documentation of disposal, the provisions of the German Ordinance on Waste Disposal Documentation or, respectively, the EC Waste Shipment Regulation, apply. Hazardous wastes within the national scope are subject to the regulations on electronic documentation and record-keeping.

d) The supplier/transporter of the waste is to state clearly and truthfully the required information on the type of waste and origin for the delivery declaration in the access area before entering the respective company site. By signing the delivery declaration / the weighing slip, the supplier/transporter confirms that the acceptance

## **General Terms and Conditions of MUEG Mitteldeutsche Umwelt- und Entsorgung GmbH (hereinafter: MUEG)**

requirements are met and that the information provided is accurate.

e) Furthermore, the pertinent legal provisions and regulations relating to waste law apply.

f) The site personnel is to be notified of any disturbances occurring within the company site during the delivery of waste materials. The instructions of the site personnel are to be adhered to.

g) The general road traffic regulations apply in the access area and on the company site premises. The use of access roads and tipping areas at the company sites is at the user's own risk. The company site personnel will keep the access roads and the tipping areas accessible and operational. Safe use of the roads and working areas can be restricted in times of bad weather. Warranty is not granted if the local signs and instructions of the company site personnel are not adhered to. Damages are to be indicated to the company site personnel before leaving the company site. Damages whose occurrence is claimed after the company site was left are not acknowledged.

### **14. Choice of law**

The underlying contract between MUEG and its commercial contractual partners is governed by the laws of Germany, subject to other individual agreements. The UN law on sales is excluded.

### **15. Legal competence, place of jurisdiction, dispute resolution proceedings**

a) The parties agree that the courts of the Federal Republic of Germany have the exclusive competence to decide any and all legal disputes that may arise from the underlying contract or in connection therewith.

b) The seat of MUEG is the place of jurisdiction.

c) MUEG does not participate in dispute resolution proceedings before a consumer arbitration board.