

General Terms of Purchase of MUEG Mitteldeutsche Umwelt- und Entsorgung GmbH (hereinafter: MUEG)

1. Applicable conditions

- 1.1 The General Terms of Purchase of MUEG in their latest version apply exclusively. When executing the order, the Seller/Contractor acknowledges that the General Terms of Purchase of MUEG are binding. Any differing, conflicting or additional supplementary general terms and conditions the other party may have, for instance in the form of terms of purchase, 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 them or has made orders or accepted deliveries/services.
- 1.2 Any agreements made between MUEG and the Seller/Contractor relating to the execution of the contractual deliveries/services require the written form to be valid.

2. Ordering/written correspondence

- 2.1 Orders must be in writing and be signed at least by the Purchasing department of MUEG to be valid.

To the extent that call-offs are made by MUEG as part of so-called call-off orders, these also require the written form to be valid.

The acceptance of the order from MUEG must be confirmed in writing, with clear reference to the order and without repeating its wording. If the order confirmation deviates from the order of MUEG in any aspect, it becomes binding only with written consent from MUEG.

- 2.2 Correspondence is to take place with the position within the Purchasing department as specified in the order.

3. Prices

The prices indicated in the order of MUEG are fixed prices. They are exclusive of applicable VAT. They include all services to be rendered by the Seller/Contractor to perform his delivery/service obligations at the agreed place of performance. Changes on account of subsequent cost increases are excluded unless otherwise agreed in writing.

4. Place of performance / delivery due date / delayed delivery

- 4.1 The mandatory place of performance is the company site / performance site named by MUEG. It is also the place of fulfilment with regard to the Seller's/Contractor's contractual delivery/service.
- 4.2 The due dates agreed for the performance of the delivery/service are binding. They are fixed dates. The same also applies for the case of call-off orders.
- 4.3 If the Seller/Contractor becomes aware that timely performance of the delivery/service in parts or as a whole is not possible, he is to indicate this without delay while stating the reasons and the expected duration of the delay. Notwithstanding this, MUEG reserves the right to assert potential damage claims.

5. Transport/packaging

- 5.1 Partial deliveries require prior written consent from MUEG; resulting increases in transport/packaging costs are borne by the Seller.
- 5.2 If dispatch notes were agreed, such notes must bear all company-internal information of MUEG to facilitate coordination, as do packing slips and bills of lading, in particular order, drawing and item numbers as per order/contract. Partial or outstanding deliveries are to be designated as such in the dispatch notes.
- 5.3 Unless otherwise agreed, the agreed price includes delivery free to the agreed place of performance, including appropriate packaging. MUEG reserves the right to refuse the acceptance of any non-free delivery of goods.

6. Invoice/payment

- 6.1 Invoices must contain the order/call-off numbers of MUEG and are to be prepared so that MUEG can clearly allocate them to the respective order and to the respective delivery/service. Invoices may not be attached to the delivery.

MUEG will accept invoices only if they comply with sections 14 ff. of German VAT Law (*Umsatzsteuergesetz*).

- 6.2 If the delivered goods / services present defects or if the documents to be submitted by the Seller/Contractor along with delivery, such as safety data sheets for chemicals ordered, certifications, test certificates, quality certificates etc. are not included, or not completely included, in the delivery, MUEG is entitled to suspend payment without loss of trade discount benefits until the defects have been correctly resolved and/or until the documents have been submitted.
- 6.3 Following the contractual performance, MUEG will make payment within 30 calendar days following the reception of the invoice net, or within 14 calendar days following the reception of the invoice minus a trade discount to the amount of 2% of the gross invoice amount.
- 6.4 Deliveries are to be imported with customs duties and tax levies (if any) paid by the Seller.
- 6.5 Payments are made exclusively to the Seller/Contractor himself.
- 6.6 Assigning any amounts payable from MUEG to third parties is excluded.
- 6.7 If the legal requirements for setting off amounts are met, MUEG will exercise the right to set off.

7. Minimum wage

It is the Seller's/Contractor's obligation to meet the provisions of the *Mindestlohngesetz* (MiLoG, German Minimum Wage Act). In particular, it is his obligation to pay the legal minimum wage.

8. Retention of title

The common retention of title applies to all deliveries.

9. Transfer of risk

The transfer of risk to MUEG takes place with the contractual delivery/service being handed over to the head of the company site or his representative at the performance site determined by MUEG.

If MUEG collects the delivery/service itself, the transfer of risk to MUEG takes place only when the delivery/service has left the Seller's/Contractor's company site.

10. Warranty

10.1 All deliveries/services must comply with the applicable legal provisions, including the health and safety and accident prevention regulations of the government safety organisation (*Berufsgenossenschaft*), the relevant ordinances and guidelines, the VDE regulations and the generally accepted codes of practice at the time of handover/acceptance, as well as to the underlying or attached drawings, specifications, descriptions, samples or acceptance requirements.

10.2 For any defects in the delivery/service notified by MUEG within the warranty period, the statutory provisions apply.

10.3 The warranty period is 2 years following the delivery of the goods/ acceptance of the service, unless a longer statutory period of limitation applies.

11. Liability for works on the premises of MUEG

The statutory provisions apply for all works of any kind performed by the Seller/Contractor on the premises of MUEG, unless agreed otherwise in writing.

12. Client protection

12.1 The Seller/Contractor undertakes, during the term of the contractual relationship and for a period of 6 months following the end of the contractual relationship, to not use any client names, client lists or other client-related data of MUEG for his own purposes and not to disclose them to third parties. He may not make contact with clients of MUEG in any business-related context, neither through his own employees nor indirectly through third parties. This client protection applies to the Federal Republic of Germany and all neighbouring countries.

12.2 Protection is not merely limited to clients introduced to the Seller/Contractor by MUEG but extends to the complete client portfolio of MUEG.

12.3 In the event of an infraction against this client protection, a penalty shall be applied for each individual infraction to an amount to be determined in each case, while the defence of the continuation of an offense is excluded. The amount to be determined depends on the hypothetical damage scenario of the individual infraction.

12.4. Client protection agreements concluded individually take precedence over this present clause.

13. Place of jurisdiction

The place of jurisdiction for all disputes arising from and in connection with the contractual relationship is the seat of MUEG.

14. Choice of law

The underlying contract is governed by the laws of Germany. The UN law on sales is excluded.

15. Legal competence / place of jurisdiction

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. The seat of MUEG is the place of jurisdiction.

16. Severability

If any provision of these General Terms of Purchase should be or become invalid in part or in whole, this does not affect the validity of the remaining provisions.