



## General Terms and Conditions of SITA Remediation GmbH, 44625 Herne

### 1. Subject of the agreement

- 1.1. SITA Remediation GmbH assumes the treatment/storage of the waste named in the offer pursuant to the conditions of acceptance at hand based on the provisions of the individual order and these General Terms and Conditions.
- 1.2. Contradictory or deviating terms and conditions of the Principal only apply if this has been expressly agreed. Any changes require the written form.
- 1.3. The Terms and Conditions at hand apply after they are handed over the first time to all following contractual relationships between the Principal and SITA Remediation GmbH even if they are not expressly referred to.
- 1.4. SITA Remediation GmbH only treats/stores waste with contamination that does not exceed the limit values and other conditions of acceptance for the treatment plants stipulated for the treatment/storage.

### 2. Conclusion of Contract and Withdrawal

- 2.1. SITA Remediation GmbH's offers are binding for 6 weeks after the offer date.
- 2.2. SITA Remediation GmbH is entitled to take samples of delivered materials and use them as the binding quality standard for the subject of the contract.
- 2.3. SITA Remediation GmbH retains the right to make acceptance dependent on payment of a security.
- 2.4. Should statutory or official requirements change after the order has been made, the order shall be adjusted jointly by the Principal and SITA Remediation GmbH.
- 2.5. A prerequisite for conclusion of the contract is the presence of a declaration and all necessary official permits.
- 2.6. In the event of non-minor breaches of contract by the Principal, SITA Remediation GmbH is entitled to withdraw from the contractual relationship effective immediately. In this case the remuneration for remaining services can be demanded with deduction of the expenses saved as a consequence of the cancellation of the contract.

### 3. Delivery

- 3.1. The delivery of the contaminated materials occurs as a rule and the expense and risk of the Principal to the treatment plant intended for treatment/storage and named in the offer of SITA Remediation GmbH. Should SITA Remediation GmbH make its own deliveries, this is to be agreed to separately and in writing.
- 3.2. Upon delivery, the papers required pursuant to the statutory provisions of the respectively applicable German Verification Ordinance (*NachwV*) and German Waste Recycling and Management Act (*KfW-/AbfG*) must be presented. The forwarder must have a valid permit pursuant to section 49 *KfW-/AbfG*. Before the delivery upon making the declaration, the Principal is, without being asked, to make reference to all dangers that could arise from the delivered waste. The Principal is liable for damages that arise on account of omitted labelling and information as well as insufficient or incorrect information. In the same manner, delays on account of late instruction and any permits that subsequently become necessary are to be borne by the Principal.
- 3.3. Transport vehicles are to present a weighing slip from a calibrated scale. Should this not be at hand, a third-party weighing will be carried out at the expense of the Principal. The copy of the weighing slip will be handed over to the Principal by giving it to the forwarder. SITA Remediation GmbH shall retain the original weighing slip as the basis for the settlement.
- 3.4. Transportation vehicles may only approach and leave the plant areas in clean and orderly condition. The waste transport is to occur in suitable and authorised containers. The load is to be secured properly. The freighters used by the Principal are solely responsible for load security and compliance with the total load weight. The vehicle load capacity limits must be adhered to.

### 4. Acceptance, Deviations from Declaration

- 4.1. Acceptance occurs expressly with the reservation and that material corresponds to the declaration analysis, the analysis reports are accurate, and that treatment/storage is therefore technically and legally possible. SITA Remediation GmbH only assumes ownership of the delivered materials at that time when it is certain that the above-named conditions have been fulfilled. Up to that time, SITA Remediation GmbH stores the delivered material by order of the Principal.
- 4.2. The transfer of risk from the Principal to SITA Remediation GmbH occurs only after the identification analytics and determination that they correspond to the declaration analytics.
- 4.3. If the treatment/storage of the delivered materials is not possible in the respective treatment plant in contravention of the declaration analysis on account of the actual characteristics of the materials, SITA Remediation GmbH will inform the competent authority pursuant to the applicable plant permit and await its decision regarding additional measures. The Principal shall release SITA Remediation GmbH from thereby arising expenses.
- 4.4. Upon assumption of materials for sampling or test treatment/storage, SITA Remediation GmbH is merely a commissioned third party pursuant to section 16 para. 1 *KfW-/AbfG* until SITA Remediation GmbH has declared the ability to treat/store. The same applies to the final assumption by SITA Remediation GmbH.
- 4.5. Should the material delivered by the Principal contain components that must be disposed of separately on account of statutory provisions, the Principal is to bear thereby arising additional expenses. In these cases, the Principal is to release SITA Remediation GmbH from all claims of third parties.

### 5. Payments

- 5.1. Remuneration becomes due upon acceptance of the waste by SITA Remediation GmbH. In the case of deliveries over a longer period of time, SITA Remediation GmbH is entitled to prepare partial invoices on a weekly basis.
- 5.2. The prices indicated in the offer are net prices. Payments are to be made including the respectively applicable value-added tax. Any fixed price does not include fees and duties from, for example, administrative bodies or territorial authorities without express agreement.
- 5.3. In the event of arrears, SITA Remediation GmbH is entitled to refuse partial performance or demand pre-payment for it.
- 5.4. Setting off of performance is only allowable in the case of undisputed or legally determined counterclaims.

### 6. Liability

- 6.1. SITA Remediation GmbH is only liable for damages that its legal representatives or agents wilfully or gross negligently caused.
- 6.2. For the rest, SITA Remediation GmbH is only liable in the event of the breach of material duties of the contract. In these cases, damages are limited to direct personal injury and property damage. Liability for consequential and financial damages is excluded.
- 6.3. The liability of SITA Remediation GmbH for damages on account of non-fulfilment and arrears is, except in the case of gross liability, limited to the order value.

### 7. Final provisions

- 7.1. Ancillary agreements and changes to the contract require written confirmation from SITA Remediation GmbH for validity. This also applies to the waiver of this written form clause.
- 7.2. The contractual relationships are governed solely by the laws of the Federal Republic of Germany.
- 7.3. Rights and duties from this contract can only be assigned with the agreement of SITA Remediation GmbH.
- 7.4. Insofar as the Principal in the sense of the German Commercial Code, a legal entity under public law, or a special fund under public law, the legal venue for all disputes from the contract and all disputes in conjunction with the contract is Bochum.
- 7.5. The rest of these conditions remain valid even if individual points are legally invalid. The invalid provision is to be replaced by a valid provision that comes as close as possible to the economic contents and purpose of the invalid provision.

Herne, 1 March 2011