General Terms and Conditions of Business of companies
RETRALOG GmbH
RETRALOG Recycling GmbH
RETRALOG TTP GmbH

Section 1 General

(1) The following General Terms and Conditions of Business apply exclusively for all deliveries and other services; they only apply to companies within the meaning of Section 310 sub-section 1 in conjunction with Section 14 BGB (Bürgerliches Gesetzbuch [German Civil Code]).

(2) Our suppliers'/customers' terms and conditions of business, or those of third parties, do not apply, even if in individual cases it is not separately agreed that they shall not apply. Even if we refer to a letter which contains or refers to the suppliers'/customers' terms and conditions of business, or those of a third party, this shall not constitute acceptance of the validity of those terms and conditions of business.

(3) The incorporation and interpretation of these General Terms and Conditions of Business, as well as the conclusion and interpretation of legal transactions with our customers/suppliers themselves shall be governed exclusively by the laws of the Federal Republic of Germany. The Convention Relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods and the Convention Relating to a Uniform Law on the International Sale of Goods of UN sales law are excluded from applying.

(4) The invalidity of individual provisions of this Contract or its components does not affect the validity of the remaining regulations. The Parties are obligated, within reasonable limits, to replace an invalid provision in good faith with a valid provision with the same commercial effect, provided that this will not lead to any substantial change in the content of the Contract; the same applies should there be a circumstance that needs to be regulated, but for which there is not explicit regulation.

(5) The place of performance for all obligations arising directly or indirectly from this contractual relationship, including the payment obligation, is our domicile (Stade).

(6) The place of jurisdiction is that which is proper for our registered office (Stade), insofar as the customer/supplier is a business person. We are also entitled to commence legal proceedings in a court which has jurisdiction for our customer's/supplier's registered office or subsidiary.

Section 2 Offers, scope of service and conclusion of contract

(1) Our contractual offers are non-binding and subject to change if they are not expressly marked as binding.

(2) Our order confirmation and these General Terms and Conditions of Business have exclusive authority for the scope of the contractually-owed service. Additions and amendments to the agreements made, including these conditions, must be made in writing to be valid.

(3) Details on our part on the subject of the delivery (quantity, weight, measurements, etc.) are not guaranteed performance specifications, but rather descriptions or characteristics of the delivery or service. Usual deviations are permissible. Our suppliers/customer are, at our request, to prove with suitable measures that the scales used function properly (e.g. officially recognised inspection reports).

(4) Our prior consent is needed for concluded contracts to be transferred to third parties (so-called assignment).

Section 3 Prices and payment conditions

(1) The prices apply for the scope of service and delivery listed in the order confirmation. Additional or incidental services shall be charged separately. The prices are understood to be in EUROS in addition to the respectively applicable statutory VAT, as well as customs duty, taxes and other official fees for export shipments.

(2) If there are more than 4 months between conclusion of the contract and delivery, without this being due to a delivery delay, we can

increase the price appropriately, considering additional expenditure incurred that we have to bear (e.g. material, labour and other ancillary costs). If the purchase price changes by more than 40% our customer is entitled to rescind the contract.

(3) We are entitled to perform outstanding deliveries or services only against advance payment or with a security deposit if, after concluding a contract, we become aware of facts which are apt to substantially reduce our supplier's/customer's creditworthiness, and which pose a risk to the payment of our outstanding claims against the supplier/customer from the particular contractual relationship. The provisions of any possible rescission of the contract are unaffected by this.

(4) In the event that the payment period is culpably missed (delay), interest of 9% above the respective base rate is charged. Furthermore, for delays in payment we are entitled to charge additional costs of 5 euros for each reminder that is necessary.

(5) Payments we owe are made within 30 days after receipt of the invoice. The receipt of our transfer order by our bank shall be sufficient for the timeliness of payments that are due from us.

(6) Where there are several claims against a supplier/customer we can at our reasonable discretion determine which claim incoming payments are to be attributed to.

Section 4 Set-off and retention

(1) We are entitled, to the statutory extent, to the right of set-off and retention, and to the right to object to unfulfilled contracts.

(2) Our suppliers/customers are prohibited from set-off and retention unless the set-off claim is undisputed or legally determined.

Section 5 Delivery dates

(1) Dates and periods stipulated by us for deliveries and services always apply approximately. Apart from that, the specification of a delivery date is always made as a best estimate and is reasonable extended if the supplier/customer for its part delays or refrains from necessary or agreed acts of co-operation.

(2) No delivery periods begin before all details of the order are clarified, all agreed documents are submitted by the supplier/customer, any deposits paid and official permissions issued and produced.

(3) We do not bear liability for deliveries being impossible or for delivery delays insofar as these have been caused by force majeure or other events not foreseeable at the time the contract was concluded (operational disruptions of any type, difficulties in material or energy sourcing, transportation delays, strikes, shortage of labour, energy or raw materials, difficulties in sourcing necessary official permissions, incorrect or untimely delivery by suppliers, etc.), for which we are not responsible. If such events make it significantly more difficult or impossible to make deliveries or provide services, and the hindrance is not merely temporary in nature, we are entitled to rescind the contract. For hindrances of a temporary nature the delivery and service deadlines extend by the period of the hindrance plus a reasonable starting period. Insofar it is not reasonable for our customer to accept the delivery or service due to the delay, it can - after setting a reasonable extension period regarding this - rescind the contract by sending a written declaration to us.

(4) If we fall behind with a delivery or service and a delivery or service becomes impossible for us, regardless of the reason, our liability to compensate is limited in accordance with Section 8 of these General Terms and Conditions of Business. A delay begins once something is due and we do not perform within a reasonable grace period upon a warning from the supplier/customer.

(5) For the purpose of our purchase of goods, the goods are delivered to the place indicated by us or collected by us according to the written agreement in the sales contract. Insofar as the supplier carries out the delivery, the unloading weight is authoritative for its payment. Insofar as the goods are collected by us the payment can be agreed according to the loading weight. At our request, the supplier is to prove, using suitable means (e.g. officially recognised inspection reports), that the scales function properly.

(6) The supplier is to immediately inform us of any delivery delays. If the last possible day on which the delivery or collection is to take place can be determined from the contract, the

supplier falls into default once this period expires, without a separate reminder being required. In the event of a delay, we shall be entitled to make statutory claims without restriction.

(7) The statutory provisions apply for us falling into default of acceptance, with the proviso that an obstacle to acceptance due to force majeure is not able to justify a delay. The supplier must also expressly offer us its service if a determined or determinable calendar date is agreed for an activity or co-operation on our part. The supplier is to inform us immediately of any delay in acceptance.

Section 6 Retention of title

(1) We shall retain ownership of the delivered goods until full payment is made. The retention of title apply applies until all claims from the business relationship between the customer and us, including future and conditions ones, are satisfied.

(2) The customer is not authorised to pledge or assign the goods as security, but is entitled to sell on the reserved goods in the normal course of business. It hereby assigns to us the claims against its business partners resulting from this.

(3) If the goods are worked or processed by the customer, the retention of title also extends to the whole new item. The customer acquires joint ownership to the fraction corresponding to the relationship of the value of its goods to that of the goods delivered by us.

(4) We are entitled to exercise the right to retain title without rescinding the contract.

(5) Any of our suppliers' retentions of title only apply insofar as they refer to our payment obligation for the particular products, for which the supplier had previously reserved title from us. Expanded or extended retention of title is not permissible.

Section 7 The supplier's/customer's specific obligations

(1) Our suppliers/customers are to ensure that vehicles with a total permissible weight of 40 tonnes and a total length of 18 metres can manoeuvre easily at the unloading point. The site's navigability is to be guaranteed. Any losses incurred by our vehicles due to a breach of this provision are to be reimbursed.

(2) Our suppliers/customers are to take care to sign freight papers necessary in individual cases after the unloading is done. The freight documents and weight note are to be delivered to the freight carrier. Any presentation of freight documents (confirmation of arrival, freight papers, annexes, etc.) is to be required by us or our freight carrier immediately on delivery.

(3) Any containers we provided during loading are to be handled carefully and to be filled exclusively with the material intended for them according to the binding order confirmation.

Section 8 Transfer of risk

(1) Risk of accidental loss of the goods to be delivered passes to the customer at the latest with the handing over of the delivery item to the forwarding agent, freight carrier or other third party commissioned to carry out the shipment. (2) Where the delivery item is collected by our customer the risk of accidental loss passes with the handing over of the delivery item to them, whereby the beginning of the loading process is authoritative. (3) Where we purchase goods the risk of accidental loss does not pass to us until we or our agents are handed the goods at the agreed destination point.

Section 9 Warranty

(1) If the purchase is a commercial transaction for both parties, the customer is to examine the goods carefully immediately after receipt. The goods are deemed approved with regard to obvious defects or other defects which would have been visible on an immediate, careful examination if no corresponding notice is immediately sent to us. Concerning other defects, the delivery items shall be considered approved if the defect complaint is not received by us within seven working days after the time in which the defect appeared; however if the defect was already noticeable for the customer upon normal use at an earlier time, this earlier time is relevant for the beginning of the complaint period. Apart from that, Section 377 et seq. HGB (Handelsgesetzbuch [German Commercial Code]) apply; where we assert warranty claims, subject to the proviso that a defect is in any case complained about in time if the complaint takes place within 7 working days.

(2) Claims for defects asserted against us are restricted to rectification. Should the rectification fail, our customer has the right, at its choice, to claim a reduction in payment or rescission of the contract.

(3) Further claims against us by the customer, insofar as they do not arise from the acceptance of a guarantee, are excluded. This does not apply for where there is intent, gross negligence, or fundamental breaches of contract (Section 10).

(4) The claims for defects asserted against us are time-barred a year after delivery of the purchased item.

(5) Apart from that, the statutory provisions unrestrictedly apply for warranty rights asserted by us.

(6) There are particularly deviations in quality within the meaning of sub-subsection 2 under the application of Section 434 BGB, if the delivered goods do not correspond to the declaration of varieties according to the order. The goods not corresponding to the declaration of varieties are deducted from the net weight of the load to be paid for; at our choice, the goods are to be taken back by the suppliers or paid for at the then-current price. The supplier is to bear the costs for any examination of the goods for deviations in quality (particularly costs for selection, storage, disposal, etc.), if it transpires that the goods are defective.

(7) There are deviations in quality within the meaning of sub-section 2 if the incoming weight calculated differs to a non-negligible extent from the weight according to the order. Usual deviations are not considered.

Section 10 Liability

(1) Our liability for paying compensation, irrespective of the legal basis of such liability, in particular due to impossibility of performance, default, faulty or incorrect delivery, breach of contract, violation of obligations during contract negotiations and tort is, insofar as such liability depends on fault, restricted in accordance with this Section 10.

(2) We are not liable in cases of simple negligence of our institutions, legal representatives, employees or other agents, if it does not concern a fundamental breach of contract. Fundamental breaches of contract are those obligations for the timely delivery of the delivery items, their freedom from defects which more than negligibly impair their functionality or fitness for purpose, consultation and protective duties and duties of care which should make possible the contractual use of the delivery item, or which aim at protecting life or limb for the customer's personnel or the protection of its property against significant damage.

(3) Insofar as we bear liability under Section 10 sub-section 2 for compensation, this liability is limited to damages which we foresaw as possible consequences of a breach of contract when the contract was concluded, or which we ought to have foreseen with reasonable care and skill. Moreover, indirect damage and consequential damage which results from defects in the delivered goods shall only be reimbursable if such damage is typically to be expected if the delivery item is used as intended.

(4) In the event of liability for simple negligence, our obligation to compensate for damage to property and further resulting financial losses is limited to a maximum of 20,000 euros per event of damage, even if it concerns a breach of fundamental obligations.

(5) The above exclusions and restrictions of liability apply in equal measure for the benefit of our institutions, legal representatives, employees and other agents.

(6) The limitations of this Section 10 do not apply to our liability due to intentional behaviour, for guaranteed performance specifications, due to injury to life, limb or health, or under the Product Liability Act (Produkthaftungsgesetz).

Section 11 Dangerous substances

(1) Our suppliers are prohibited from delivering dangerous substances within the meaning of sub-section 3.

(2) Should there be a breach of sub-section 1, the supplier must take back from us the dangerous substances delivered. The supplier is to bear any possible costs incurred in taking back the goods. The supplier also has to accept the costs incurred for any examination, selection, storage and safeguarding of the goods, if these contain dangerous substances. We have the right to recover the delivered

goods in the event that the customer asserts claims for defects. Our supplier is to indemnify us at first request against compensation claims made against us in connection with the delivery of dangerous substances.

(3) The following, amongst other things, count as dangerous substances: explosive devices, items suspected of being explosive, closed hollow containers, environmentally hazardous substances, and those contaminated with radioactivity.

Section 12 Recourse against suppliers

(1) In addition to claims for defects, we are entitled without restriction to our statutory recourse claims within a supply chain (recourse against suppliers under Section 478, 479 BGB). We are in particular entitled to claim from suppliers the precise type of rectification (repair or replacement delivery) that we owe to our customer in the individual case. This does not restrict our statutory right to choose (Section 439 sub-section 1 BGB).

(2) Before we acknowledge or fulfil claims for defects made by one of our customers (including reimbursement of expenses under Sections 478 sub-section 3, and 439 sub-section 2 BGB) we will notify the suppliers with a brief description of the facts and ask for a written statement. If the written statement is not provided within a reasonable period of time and there is also no agreed solution, the defect claim effectively granted by us is deemed owed to our customer; in this case the burden of proof lies with the supplier to provide evidence to the contrary.

Section 13 Manufacturer's liability

(1) If the supplier is responsible for a product defect, it is to indemnify us against the claims of third parties, as the cause lies within its domain and organisational area, and it is personally liability to third parties.

(2) As part of its obligation to indemnify, the supplier is to reimburse costs under Sections 683 and 670 BGB, which arise from or in connection with third party claims.

(3) The supplier is to conclude and maintain a product liability insurance policy with an insured lump sum of at least 10 million euros per case of personal injury/property damage.

Section 14 Business with scrap metal, waste disposal

(1) The customers commissioned by us to accept and treat or dispose of materials/waste materials are to immediately notify us in the event that any permission granted to it to operate a treatment or disposal facility under the Recycling Act or Federal Immission Control Act (Kreislaufwirtschaftsgesetz or Bundesimmissionsschutzgesetz) is revoked. A decommissioning of the treatment or disposal facility is similarly to be notified.

(2) If we are commissioned by a supplier to dispose of waste subject to verification procedures, it is to comply with its proper declaration and with the provisions of the Regulation on Verification Management for the Disposal of Waste (Verification Regulation) and to hand over to us the documents necessary for verification management.

(3) In the individual case the supplier is to check whether the disposal method planned and notified by us is suitable for the particular waste. If the supplier does not explicitly inform us that it is not aware of the particular customer's acceptance criteria, we assume corresponding knowledge and approval. If the supplier is not aware of the acceptance criteria, or these are not available to it, we will provide them on request.

Section 15 Customer protection

(1) The customers are obligated to protect customers. They may not purchase goods from our suppliers if they become aware of them as part of a contractual relationship existing with us (particularly the purchase our goods) either directly or indirectly via third parties.

(2) If it is unclear whether the customer came to know about our supplier as part of a contractual relationship existing with us, the customer must prove that it came to know about the supplier outside of and before the contractual relationship existing with us came into being.

(3) Our supplier is obligated to protect customers. It may not offer to sell goods to our customers which it becomes aware of as part of a contractual relationship existing with us (particularly our purchase of goods) either directly or indirectly via third parties.

(4) If it is unclear whether the supplier came to

know about our customer as part of a contractual relationship existing with us, the supplier must prove that it came to know about the customer outside of and before the contractual relationship existing with us came into being.

(5) The customer protection under Section 15 sub-sections 1 and 3 lapses 12 months after termination of the co-operation between us and the customer - regardless of the reason for termination .

(6) If the customer or supplier culpably breaches the obligation in Section 15 sub-section 1 or sub-section 3 of these terms, it is obligated to pay a contractual penalty of 10,000 euros (in words: ten thousand euros) per breach. This does not affect our right to claim additional damages - particularly from lost profits.