

Special conditions for transport orders issued by companies
RETRALOG GmbH,
RETRALOG Recycling GmbH
and
RETRALOG TTP
GmbH

Section 1 Scope

(1) All transport services commissioned by us are based exclusively on the following General Terms and Conditions for the transport orders issued by us. These shall form part of all contracts which we conclude with our contractors concerning the deliveries or services they offer. They shall also apply to all future deliveries, services or offers to the contractor, even if not specifically agreed.

(2) Our contractors' terms and conditions, 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 contractors' terms and conditions, or those of a third party, this does not constitute an agreement that those terms and conditions shall apply.

(3) The inclusion and interpretation of these General Terms and Conditions for transport orders issued by us are exclusively governed by the law of the Federal Republic of Germany, just as the conclusion and interpretation of transactions with the contractor itself.

(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 jurisdiction is that which is proper for our registered office (Stade), insofar as the contractor is a business person.

Section 2 Subject and conclusion of transport orders

(1) Our contractors undertake to transport the goods specified by us in accordance with these

General Terms and Conditions for transport orders, substantiated by the particular transport order and the transport documents regarding this (particularly bill of lading, bill of consignment/unloading document, etc.) and to deliver these to the particular recipient specified in the transport order.

(2) A transport order becomes effective when we confirm the order volume (normally agreed orally in advance) by fax or email to the contractor. Insofar as this is not expressly objected to within an hour after receipt of the confirmation letter, the contract is deemed to have become effective unless fax/email was sent at an inopportune time.

Section 3 Loading, unloading, transportation, delivery

(1) The contractor is to monitor the loading and unloading and goods and their reliable shipment, to guard the goods sufficiently, and to ensure loading safety. It is to follow the instructions from the operating staff at the loading and unloading points and to observe the respective operating rules unless this is not reasonable for it in individual cases. Where it is unreasonable, our contractor is to inform us immediately. Any operating rules at the loading and unloading points are to be observed.

(2) A shipment is not to be completed or is to be stopped immediately if the lorry is not suitable for the goods to be loaded, and damage to these is to be expected in the particular case. The contractor is to ensure compliance with the provisions of employment and safety law. Insofar as the contractor carries out the loading and unloading itself, it is in this respect to exercise the necessary care.

(3) Before the transportation, the freight carrier is to examine the vehicle equipment's road safety and completeness. The equipment prescribed or agreed in the transport order is to be transported until the end of the transportation.

(4) The loading and unloading dates stipulated by the transport order are legally binding. If the

vehicle/the goods arrive at a different time, or for an arrival outside of the recipient's working hours, unloading can only take place if the recipient states its agreement. The additional costs incurred by the recipient as a result at to be passed onto the freight carrier.

(5) Insofar as the contractor determines, in the event that the goods are refused at the destination point, that the calculated weight does not correspond to the loading weight, considering usual variations, it is to inform us immediately and before unloading the goods.

Section 4 Driving personnel, vehicles, sub-contractors

(1) The contractor is to ensure that it is reachable at any time during the transportation e.g. via a mobile telephone.

(2) The contractor is to employ reliable, professionally trained driving personnel (with appropriate training certificates for dangerous goods) with valid driving licences and with sufficient driving experience.

(3) The contractor guarantees that the vehicles it uses is suitable to deliver the goods intended for freight transport and that they are properly equipped. The vehicles, containers and ancillary equipment provided by the contractor must be in a technically perfect condition and be in accordance with the statutory and official requirements, as well as any special job profiles identified in the transport order for the goods to be loaded. Apart from that, Section 5 of these terms and conditions applies.

(4) In order to fulfil its obligations the contractor can use third parties, insofar as we agree to them. If the contractor uses a sub-contractor with our consent, it is to ensure that these terms and conditions (particularly Section 5) are observed by the sub-contractor using contractual provisions.

Section 5 Compliance with statutory provisions, minimum wage

(1) The contractor ensures that its company, the vehicles it uses, and the driving personnel it deploys fulfil apply statutory requirements necessary to implement the transport orders we issue. In particular, the contractor is to comply with driving and rest periods and to familiarise itself with the content of accident leaflets, and carry these to the prescribed locations in the vehicle.

(2) The contractor shall particularly ensure that it itself, as well as its driving personnel, if necessary for the particular transport order,

a) have the permission and authorisation under Sections 53 et seq. KrWG (Kreislaufwirtschaftsgesetz [Recycling Act]), Sections 3, 5 and 6 GüKG (Güterkraftverkehrsgesetz [Road Haulage Act]) (permission, Community authorisation, third country approval and/or CEMT approval) necessary for the transportation and that the documents prescribed by law are carried during the journey;

b) that a record book under Art. 5 of the CEMT Directive is carried by the driving personnel during the journey;

c) foreign drivers from third countries (non-EU/EEA States) and sub-contractors from an EU/EEA State are deployed exclusively with the necessary driving licences or only with the necessary work permission and ensure that the driving personnel carry the prescribed documents during the journey in the original and - insofar as necessary - with an officially certified translation in Germany.

d) only drivers who have a valid driving licence and a valid passport or ID card, which are carried by the driving personnel, are deployed;

e) bills of consignment/consignment documents, cargo documents, and unloading forms are available on departure and are carried during the journey.

(3) The contractor guarantees that the payment is agrees with its employees and pays to them at least corresponds with the provisions of the Minimum Wage Act from 1 January 2015. The contractor is obligated to issue information about compliance with this guarantee on request and to produce the appropriate evidence. This particularly includes lists of wages paid and hours worked. The contractor undertakes to indemnify us against claims of its own employees or social insurance providers, and the legal costs and legal defence costs arising in connection with them.

Section 6 Instructions and information

(1) The contractor undertakes to comply with our order-specific instructions regarding the transportation of goods necessary to substantiate this Contract and the particular transport order. Compliance with statutory provisions always takes precedence. In particular, the contract shall comply with the information and instructions we issue it concerning loading and unloading dates.

(2) The contractor undertakes to inform us immediately about all facts material to the fulfilment of the transport order, particularly

about any barriers to transportation or delivery, as well as transport hindrances, breakdowns, accidents or other delays on the transportation route. Our contact partners are Herr Pickard (0171-7892634) and Herr Grünhagen (0170-7733564).

(3) In the event of an accident or damage, the contractor shall notify us of visible transport damage and loss of goods. The following information is to be sent to us (insofar as relevant on the facts) in the form of a written protocol within a reasonable period:

- registration number and type of vehicles involved
- place, time and course of events for the accident or event of damage
- name, address of the person injured/killed
- extent of the product discharge
- shipment data
- measures taken by the freight carrier
- recall options.

Section 7 Transportation and accompanying documents/confirmation of arrival

(1) Transportation and accompanying documents, particularly CMR bills of consignment, packing lists, customs documents and any notifications or their content may - with the exception of official or other legally prescribed checks - not be made accessible or handed over to third parties.

(2) The transported goods may, insofar as there is no other instruction, only be handed over in response to a legally-valid receipt of delivery, that is, the contractor is to ensure that the recipient confirms receipt of the transported goods with a company stamp, signature and date, as well as specifying the unloading time, on the bill of consignment. For international transportations, the contractor is additionally to observe the CMR rules and, if applicable, the provisions as part of international waste shipments/notifications.

(3) The transportation documents (e.g. proof of delivery/delivery certificate/order number) must be submitted to by us the contractor in the original within 10 days after delivery of the goods. Where these are submitted late, we reserve the right to withhold 50 euros/transportation from the freight invoice for payment of our increase administration costs.

(4) Insofar as the goods are "to be loaded and delivered neutrally" under the transport order

or accompany papers, the contractor is prohibited both from giving information about the customer (unloading point) to the personnel at the loading point, and well as giving information about the sender (loading point) to the personnel at the unloading point. The contractor is to pay us a contractual penalty of 250 euros for each individual breach. The right to claim damages going beyond this is reserved.

(5) Insofar as we delivery goods to a company based in foreign EU States we must, in order to protect the VAT exemption, provided that the goods actually arrived in the other EU Member State. A so-called confirmation of arrival or other evidence under Section 17a UstDV (Umsatzsteuer-Durchführungsverordnung [VAT Implementing Regulation]) is to be produced for this. The contractor is obligated to provide us with the appropriate documents after completing the transportation. If this is not done the contractor is to indemnify us against any additional demands for VAT from the tax authorities.

Section 8 Freight

(1) The freight is freely agreed by the parties in the specific transport order. If the parties cannot reach an agreement about the freight, the parties will not conclude any transport orders.

(2) The respective freight is understood to be in euros, plus statutory VAT.

(3) All of the contractor's expenditure is satisfied with the freight, particularly toll charges incurred and all of the contractor's foreseeable and normal services with the freight, particularly those of loading and unloading if any such was agreed in the particular transport order, and the costs of shipment. The provision in Section 10 of these terms and conditions remains unaffected.

Section 9 Invoicing and due date

(1) The contractor shall duly invoice us for the agreed freight after carrying out the transportation. A receipt of delivery under Section 7 sub-section 2 issued by the recipient (stamp and signature) and, if applicable, documents identified by us in the order are to be enclosed with the invoice and signed.

(2) The invoice amount is due for net payment by agreement either within 30 days after

receipt of the invoice, or immediately with a deduction of a 2% discount.

(3) Insofar as a notification procedure was carried for a transportation in individual cases (particularly for an international waste shipment), we may withhold payment of the freight until all documents associated with the notification were submitted. The same applies with regard to the documents under Section 7 sub-section 5.

(4) In the event that an invoice is issued without giving our order number, we are entitled to deduct 10 euros from the invoice amount due to the increased administrative cost. It is open to our contractor to provide evidence of a lower cost.

Section 10 Demurrage

(1) The contractor receives appropriate demurrage, if it must wait for an unreasonably long period of time for loading or unloading for reasons not attributable to its area of risk.

(2) it is a condition of receiving demurrage that the contractor informs us immediately about the beginning of the idle period, so that we can intervene if necessary. The contractor is to have the idle period clearly and legibly acknowledged and stamped by the operating staff responsible.

(3) The demurrage is to be invoiced separately. Section 9 sub-section 2 applies accordingly.

Section 11 The contractor's liability

(1) The contractor's liability in international transport conforms to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).

(2) The freight carrier bears liability in national goods transport according to the provisions of the Commercial Code.

(3) Insofar as the recipient of the goods or a third party suffers loss as a result of the contractor's breach of duty, for the contractor it is responsible, the contractor is to indemnify us from liability.

(4) For non-performance for which the contractor is responsible or where it is responsible for a delay which makes a replacement vehicle necessary, the contractor is to refund the additionally incurred costs and, if applicable, our lost profits. This also applies for costs/reimbursement of profits arising from the contractor's non-performance and which

cannot subsequently be rectified by us (e.g. transport or material delivery/sale cancelled without replacement).

Section 12 Insurance

(1) The contractor is obligated to conclude and maintain a freight carrier insurance policy in accordance with the statutory provisions with an insured sum of at least 600,000 euros (Section 7a GüKG). For international transportations, the contractor is to conclude and maintain an insurance policy in accordance with the CMR provisions (CMR insurance). Similarly, an insurance policy under Section 7a GüKG is to be concluded and maintained for cabotage operations.

(2) The contractor is, at our request, obligated to present the relevant insurance policy in the original at the latest on conclusion of the particular transport order. The relevant insurance document is to be carried on the particular transportation.

Section 13 Customer protection

(1) The contractor is obligated to protect customers. Where the contractor becomes aware of customers as part of its work for us, it may not either directly or indirectly via third parties use transport or shipping orders in the regional, national or international carriage of goods, or pass these on to third parties.

(2) If it is unclear whether the contractor came to know about our customer as part of its work for us, the freight carrier must prove that it came to know about the customer outside of and before its work for us.

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

(4) if the contractor culpably breaches the obligation in Section 12 sub-section 1 of the Contract, 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 - particular from lost profits.