

**GENERAL COMMERCIAL TERMS AND CONDITIONS
of FCC Austria Abfall Service AG and all its subsidiaries
Effective from 1 March 2017**

I. Term of Validity; Deviations; Carrier; Consumer Contracts

(a) In these General Commercial Terms and Conditions (hereinafter the "GCTC"), the following terms (including their plural forms) shall have the meaning assigned to them below:

WASTE:	All of the substances specified in Section 2(1) AWG 2002, including old oils and substances.
RECEIPT:	A term different from ACCEPTANCE, confirming the physical reception of WASTE brought, delivered to or collected by us.
CLIENT:	Our contract partner who commissions us to collect, transport, recycle and otherwise handle WASTE or to distribute and make available containers for WASTE collection.
DELIVERY NOTE:	Certain waste owners are obligated to keep general records of generated WASTE. These records (e.g., indicating the type, quantity, origin and position) must be maintained for every calendar year on an ongoing basis and structured by waste type. These waste records must be kept in an electronic form.
DISPATCH NOTE:	Any person who hands over hazardous WASTE to FCC must specify the type, quantity, origin and position of the hazardous WASTE and its identification number in a DISPATCH NOTE. The slip must mention any special hazards or risks connected with handling such WASTE.
WEIGHT SLIP:	The weight of WASTE established during the incoming check is recorded and the receipt thereof is confirmed to the CLIENT or CARRIER.
ACCEPTANCE:	A term to be differentiated from RECEIPT; as described in Section 18 AWG 2002 (Waste Management Act of 2002), it is a confirmation that we will accept WASTE of any kind and that we assume all the obligations connected with the management thereof.
CONSUMER:	A person described as such in Section 1(1)(2) KSchG (Employment Protection Act).

(b) These GCTC apply to all legal relationships between the CLIENT and FCC Austria Abfall Service AG or its subsidiaries (FCC Zistersdorf Abfall Service GmbH, FCC Halbenrain Abfall Service Gesellschaft m.b.H. & Co. NfG KG, FCC Entsorgungsgesellschaft m.b.H. NfG KG, FCC Freistadt Abfall Service GmbH, FCC Mostviertel Abfall Service GmbH, FCC Wiener Neustadt Abfall Service Gesellschaft m.b.H., FCC Neunkirchen Abfall Service GmbH, FCC Inerta Engineering & Consulting GmbH, FCC Textil2Use GmbH; hereinafter the "FCC").

(c) These GCTC apply to all present and future services provided by us to the CLIENT, in particular to the collection, transportation, recycling and handling of WASTE and to the

distribution and transportation of containers for WASTE collection.

(d) These GCTC further apply to our contractual relationships with the Carrier according to Art. II(c) hereof.

(e) Any terms and conditions contradicting or deviating from these GCTC apply only if we acknowledge and approve them in writing. However, our acceptance and execution of a job without reservations cannot be deemed to constitute such an acknowledgment and approval.

(f) These GCTC also apply to the **retail business within the meaning of Section 1 KSchG**. If and in so far as any deviating provisions apply to consumers, then these deviating provisions are differentiated by the use of the term "**CONSUMER**" in bold typeface.

II. Offers and Contract Award; Deviations; Carrier

(a) Orders (placed by telephone) become binding upon us when we have confirmed them in writing (by e-mail or facsimile) or when the CLIENT has in writing accepted an offer form prepared by FCC (hereinafter the "Order Confirmation"). If the Order Confirmation deviates from the accepted offer, the CLIENT may raise objections in writing (by registered post, e-mail or facsimile) within two business days, **CONSUMERS** within two weeks, otherwise the deviating terms and conditions will be considered as approved.

(b) By signing the DELIVERY NOTE, DISPATCH NOTE or WEIGHT SLIP, the CLIENT confirms that the WASTE delivered or collected corresponds to the order in terms of quantity and quality and has been received by FCC.

(c) By signing the DELIVERY NOTE or the DISPATCH NOTE, the Carrier confirms the collection of the WASTE and its acceptance of the order. If no order has been issued or cannot be established, the Carrier will have to re-collect the WASTE (at our discretion) and arrange for an adequate handling of the WASTE at its own expense.

III. Prices, Auxiliary Costs and Charges

(a) Unless agreed differently or unless an offer explicitly states otherwise, our prices are stated in EURO excl. VAT and incl. other public charges (such as the Old Burden Charge).

(b) Price group categories and cost proposals prepared on the basis of samples sent to us will be binding to the extent that the quantity and quality of the samples correspond to the actual quantity and quality of the material. The final binding price can only be determined after our RECEIPT of the WASTE based on relevant incoming check analysis results; this also applies to **CONSUMERS**.

IV. Cost Proposals, Cost Estimates, Exceeding Costs, Order Changes and Additional Orders

(a) We make preliminary cost proposals and cost estimates based on our best expert knowledge. However, we do not guarantee the correctness and completeness of our preliminary cost proposals.

(b) (These provisions do not apply to **CONSUMERS**.) If, when an order has already been placed, the actual costs increase by up to 15% of the preliminary proposed or estimated cost, an additional approval by the CLIENT is not required and we may invoice these extra costs to the CLIENT without further ado. If the actual costs increase by more than 15% of the proposal total price, FCC shall notify the CLIENT to this effect without delay. If, within three days of the CLIENT receiving our notification of the cost increase, we receive a written response

from the CLIENT, in which they disagree with the notified cost increase, we may withdraw from the Contract. In this case, the Contract partner is obligated to compensate us in the full extent for any and all costs and expenses actually incurred. If, within three days of the CLIENT receiving our notification of the cost increase, we receive no written response from the CLIENT, in which they disagree with the notified cost increase, the cost increase communicated to the CLIENT will be deemed to have been approved.

(c) (These provisions do not apply to **CONSUMERS**.) A cost proposal or estimate made by FCC after a waste inspection and/or sample taking is binding upon us to the extent that the quantity and quality of the material concerned correspond to the original assumptions. If the quantity and/or quality of the material changes during the effective term of an order or contract, we may at any time adjust the price according to the actual extra costs incurred.

V. Payment, Deductions, Consequences of Default, No Set-off and Retention, Circumstance Clause

(a) Invoices are issued after we receive WASTE or provide services. We may issue partial invoices before the service delivery has been completed.

(b) Unless agreed otherwise, any and all payments must be settled within fourteen days of the invoice issue date in cash, by bank transfer, ATM or payment form in euro, free of any deductions.

(c) Bills of exchange and checks are not accepted.

(d) A discount must be explicitly agreed in writing. A discount will become ineffective when a corresponding bank transfer order has not been submitted by the last day of the discount term; in the case of an ongoing business relationship, a discount becomes void when all other payables are not repaid by their due dates or, in the case of repayment by set-off, when even a portion of the invoiced amount becomes overdue or is retained.

(e) A due amount will be considered as fully settled when it has been finally credited to our account and when all accessory expenses, in particular interest and collection costs, have been covered.

(f) (These provisions do not apply to **CONSUMERS**.) The CLIENT in advance waives its right to set off its own counter-claims as part of its right of retention and also waives its right of recourse (in particular pursuant to Section 1052 ABGB – Austrian Civil Code), which would postpone its payment settlement. This does not affect the contract partner's option to take legal action to enforce its counter-claim or to exercise its other defense rights or to alter the legal relationship.

(g) The consumer may abrogate its liabilities by set-off if we are insolvent or if we have a counter-claim in a legal connection with the **CONSUMER's** liability or this has been established by a court or acknowledged by us. In all other cases, a set-off is excluded and any payments received will in principle be credited to settle the oldest outstanding receivables, specifically first any auxiliary expenses, then interest and then the principal.

(h) Any payments received will in principle be credited to settle the oldest outstanding receivables, specifically first any auxiliary expenses, then interest and then the principal.

(i) Any kind of default in payment, even if not attributable to the Contract partner, authorizes us, without excluding other legal consequences and claims for damages, either to

(1) Insist that the Contract be fulfilled and to

(aa) Suspend honoring our obligations – also based on other contracts – until full payment settlement,

(bb) Render outstanding payments in the case of installment agreements – in relation to a **CONSUMER** pursuant to Section 14(3) VKrG (Consumer Credit Act) – due and payable (loss of credit term), and to

(cc) Charge late-payment interest pursuant to Section 456 UGB (Austrian Commercial Code) or

(2) Terminate the bilaterally unfulfilled Contract or other Contracts while granting the Contract partner an additional period of fourteen days to perform.

(j) (These provisions do not apply to **CONSUMERS**.) In the case of a default in payment, we may, as a compensation for any operating expenses incurred, claim a lump-sum of EUR 40 from the CLIENT. Any operating and collection costs in excess of the aforementioned amount must be compensated to the Service Provider pursuant to Section 1333(2) ABGB.

(k) In the case of doubts regarding the CLIENT's solvency or if the CLIENT defaults in payment for whatever reason – even under any other contract – we may provide any outstanding services only against payments in advance, revoke any granted credit terms and declare any outstanding amounts immediately due and payable.

(l) (These provisions do not apply to **CONSUMERS**.) The CLIENT may not refuse to make payments due to our alleged faulty performance in the full amount of such payments but only to a reasonable extent corresponding to our fault or non-performance. If we grant the CLIENT a reasonable form of security, the CLIENT will not even have the right to refuse to pay a portion of the due price.

VI. Order Execution, Identification, Examination

(a) In the case of unforeseen circumstances that cannot be attributed to our gross negligence, we may, in deviation from our obligation to handle WASTE according to the relevant order and if need be, handle the WASTE at greater costs for the CLIENT.

(b) When determining the quantity of WASTE, the weight of the WASTE shall be established on our operating scale or on a public bridge scale designated by us.

(c) Any WASTE delivered must be identified accurately and completely by type, composition and risk level and this information and relevant instructions must be stated in the DISPATCH NOTE. The CLIENT confirms this by their signature appended to the DELIVERY NOTE, DISPATCH NOTE or WEIGHT SLIP.

(d) In accordance with the applicable legislation, containers must indicate the CLIENT's name and address, include a DISPATCH NOTE, indication of the content and other information required by law and applicable standards and regulations; the information must be written in a clear, permanent and weather-resistant manner, suitable for storage, tight and secured against easy opening.

Any damaged, unsuitable or improper or inadequately marked containers will not be accepted for handling. The information stated on the container must correspond to the details stated in the DELIVERY NOTE and DISPATCH NOTE.

(e) Regardless of the degree of fault, the CLIENT will be held liable for any and all costs of necessary re-loading of the WASTE, if needed, and for any and all loss and/or damage to property that we may incur due to an incorrect or incomplete marking or declaration of content or due to unsuitable or defective containers.

(f) The CLIENT shall at their own expense have examinations and assessments performed that are required for WASTE

handling. If there are doubts concerning the correctness and completeness of the declaration and indication of WASTE, an authorized expert or institute will be commissioned to examine the WASTE in accordance with Section 2(6)(6) AWG 2002, the results of which will be binding and final for the subsequent handling and cost invoicing. Any analyses performed by the CLIENT must be acknowledged by us in writing.

VII. RECEIPT, ACCEPTANCE, Transfer of Risk

(a) The time and method of RECEIPT must be agreed upon in writing. When the CLIENT delivers the WASTE to FCC, they will receive a WEIGHT SLIP or (in the case of hazardous WASTE) a DISPATCH NOTE, which the CLIENT must sign.

When the WASTE is collected by FCC, the CLIENT receives a DELIVERY NOTE or DISPATCH NOTE that the CLIENT must sign. FCC receives a copy of the original document. Only in the case of justified doubts are we obligated to double-check the person's authorization to sign.

(b) Despite a Contract in place, we may refuse to RECEIVE the WASTE, in particular if:

- the accompanying documents are missing, incorrect or incomplete;
- the WASTE identification details are missing, incorrect or incomplete;
- the quantity and quality details are missing, incorrect or incomplete;
- the containers are described in a manner that is not weather resistant or clearly legible, or
- the containers are unsuitable for (interim) storage.
- radioactive waste has been delivered (refer to Paragraph (e) below).

With prejudice to damage compensation obligations, in this case the CLIENT is obligated to take back the delivered WASTE without delay; otherwise they will be charged 10% of the WASTE disposal costs monthly as a storage fee. This will be established during the incoming check.

(c) The delivery, waiting times due to operational reasons, unloading or handing over of the WASTE shall be performed at the CLIENT's cost and expense. Instructions given by our operators must be strictly observed. In the case of justified refusal to RECEIVE the WASTE, the CLIENT will have no claims toward us.

(d) Following the RECEIPT of the WASTE, the CLIENT remains the person obligated under the Waste Management Act until any and all liabilities arising from the existing contractual relationship have been settled. We may refuse the ACCEPTANCE and confirmation of the WASTE received until all outstanding payments have been settled in full. Until then all obligations under the Waste Management Act apply to the CLIENT and, if the CLIENT fails to settle its liabilities timely despite being reminded to do so in writing or refuses to take back any delivered WASTE, we may commission a third party to handle the WASTE on behalf of the CLIENT.

(e) We are authorized to examine all delivered WASTE for radioactivity. If any radioactivity is detected, we will commission a qualified professional (section 2(29) of the Radiation Protection Act) to duly assess the delivered WASTE. The costs of such an assessment shall be charged to the CLIENT. If the assessment outcome is such that we may receive the material, we will inform the CLIENT to this effect and proceed with receiving the WASTE. If the assessment shows that we may not receive the material and that it needs to be transported to an officially authorized enterprise (e.g., Nuclear Engineering

Seibersdorf GmbH, hereinafter referred to as "NES") for further handling, then the following procedure must be followed:

(ea) We will notify the CLIENT of the assessment results by e-mail or facsimile.

(eb) The CLIENT is obligated as soon as possible, yet maximum by noon of the following business day, to commission an officially authorized enterprise to collect and duly dispose of the WASTE concerned and to send us a copy of this commissioning letter as well as that of the official authorization of the commissioned enterprise by e-mail or facsimile. The radioactive WASTE must be collected within maximum two business days of the notification of the assessment results. Any costs and expenses incurred due to our incapacity to use the truck loaded with the waste concerned will be charged to the CLIENT.

(ec) If the CLIENT fails to honor their obligations defined under Paragraph (eb) duly or timely, we may commission an officially authorized enterprise (e.g., NES) to duly dispose of the WASTE. Any expenses incurred in this respect will be invoiced to the CLIENT.

If it is established that there is an imminent danger and that the WASTE must be immediately taken to an authorized enterprise for disposal, we may, without having to consult the CLIENT in advance, commission an officially authorized enterprise (e.g., NES) to dispose of the WASTE in a due manner. Any expenses incurred in this respect will be invoiced to the CLIENT.

VIII. Title of Ownership

(a) Once brought into the provided containers, the ownership title to all accepted WASTE transfers to FCC. free of charge unless the applicable laws, regulations and/or contractual provisions stipulate otherwise.

(b) When purchasing or selling goods and old materials and substances, the title of ownership transfers upon the handover of such goods and the purchase price settlement unless the applicable laws, regulations and/or contractual provisions stipulate otherwise.

(c) The title of ownership to WASTE that we are not licensed to collect (in particular radioactive or explosive substances) does not transfer to us under any circumstances.

IX. Warranty and Compensation of Damage

(a) The CLIENT is solely liable for any and all consequences and damage resulting or potentially resulting from the use of unsuitable containers and/or missing, illegible or incorrect description of WASTE or delivery of wrong WASTE.

(b) (These provisions do not apply to **CONSUMERS**.) The CLIENT is obligated to check the services delivered by us without delay and report to us any faults within three days of service delivery in writing, specifying the fault in detail, otherwise all warranty claims, claims for damages and others claims of the Contract partner expire.

(c) (These provisions do not apply to **CONSUMERS**.) FCC is in any case authorized to remedy any potential faults or defects by repair or exchange within a reasonable period of time, with the method to be determined at its own discretion. Any claim for a price discount in these cases is excluded.

(d) (These provisions do not apply to **CONSUMERS**.) The CLIENT may claim damages from us only in the case of gross negligence on our part, and any such damages shall be limited by the amount of the invoiced amount under the specific order or Contract (unless the damages concern personal injury). If a higher amount of damages is required, then this must be

communicated at the latest when placing the order, in which case the CLIENT shall bear any extra insurance costs. The compensation of any loss of profit is excluded in this case.

(e) We do not assume any liability arising from operational wear and tear, improper use or circumstances beyond the normal operating conditions.

(f) We accept no liability in the case of delays in order execution or delayed WASTE collection due to light fault or force majeure. The CLIENT declares to explicitly agree not to raise any claims for damages in this respect.

(g) We do not provide any compensation for waiting and idle times of the CLIENT's vehicles due to operational reasons.

X. Distribution and Transportation of Vessels

(a) These GCTC also apply to the rental distribution and transportation of vessels (such as skips and containers) for the collection of WASTE.

(b) FCC may charge the CLIENT for any costs incurred due to any waiting (idle) times caused by the CLIENT.

(c) The vessels provided may be filled only up to the indicated levels or quantity, and in the case of particularly heavy material, the scope of loading must be clarified with us. All transportation-relevant regulations must be strictly observed. The CLIENT will be responsible for the re-loading or partial unloading of the material if the vessel has been overloaded and bear any related costs.

(d) The CLIENT must sufficiently mark the place where the vessel is to be placed and make sure that there is enough free space around to allow a smooth collection and proper securing of the vessel, all this at their own expense still before the vessel is delivered; the same applies to procuring a permission from the property (land) owner or, in the case of public areas, from the competent authorities. The CLIENT must give relevant instructions to our drivers, who act as their assistant personnel in this case.

(e) FCC will provide a reasonable compensation for any damage of third-party vessels caused during the filling and standing time. The CLIENT will not have any other entitlements in this case.

XI. Data Protection

(a) The CLIENT hereby express their explicit approval of our processing of their personal data required for our service delivery hereunder.

(b) For the purpose of checking creditworthiness and for collection purposes, we may disclose order details, addresses, payment history data regarding the observance of payment deadlines and payment history data regarding undisputed overdue receivables to CRIF GmbH, Diefenbachgasse 35, 1150 Vienna, which will use them legally within the scope of their business license pursuant to Sections 151-153 GewO 1994 (Industrial Code 1994).

XII. Miscellaneous, Jurisdiction, Applicable Law

(a) In commercial relations with firms, the court of venue and jurisdiction shall be that according to the registered office of FCC (the Commercial Courts in Vienna are of exclusive jurisdiction in this case); this provision does not affect the statutory provisions on the courts of venue and jurisdiction in respect of **CONSUMERS**.

(b) All orders and Contracts shall be governed exclusively by the Austrian laws and regulations with the exclusion of the UN

Convention on Contracts for the International Sale of Goods and other conflict-of-law legislation.

(c) Should any particular provisions of these GCTC be void, then this fact does not affect the force and effect of the remaining provisions hereof.