

GENERAL TERMS AND CONDITIONS
Of .A.S.A. Abfall Service AG
Valid as of 1 April 2007

I. Scope of the terms; deviations; carrier; consumer contracts

- a) In these General Terms and Conditions (hereinafter referred to as conditions), the following terms (and/or their plurals) have the following meaning:

WASTE	Those substances described in § 2 par. 1 AWG [Waste Management Law] including waste oils and waste materials.
ACCEPTANCE	The taking into safekeeping of handed over, delivered or collected WASTE, which is to be distinguished from the TAKEOVER.
CUSTOMER	Contractual partner instructing us with the collection, transportation, treatment of waste or with the provision of containers for handing over of WASTE
TAKEOVER	The confirmation described in 3 18 AWG 2002, which is to be distinguished from the ACCEPTANCE, to take over WASTES of any kind whatsoever. By doing so, the treatment obligations pass to us
CONSUMER	The person referred to as such in § 1 KSchG [Consumer Protection Law]

- b) The conditions apply to all present and future services rendered by us for the CUSTOMER, especially to collection, treatment of WASTES as well as to the provision and transportation of containers for the handing over of WASTES.
- c) The conditions apply furthermore to our legal relationships to the **carrier** pursuant to clause II.d. of these conditions.
- d) Contrary conditions or conditions deviating from these conditions as well as oral agreements and collateral agreements only apply with our written acknowledgement and confirmation; this shall also apply to the waiver of the written form. The acceptance and execution of orders without reservation shall by no means be deemed as such acknowledgement.
- e) The present conditions also apply to **consumer transactions as defined by § 1 KSchG**. Deviating provisions are marked by using the term "**CONSUMER**" in bold letters.

II. Offers and placing orders; deviations, carrier

- a) Our offers are completely subject to change.
- b) Orders are binding for us as soon as they have been confirmed by us in writing. In case of **CONSUMERS**, we decide within one week on the order. Changes of the order in the order confirmation are to be objected by the CUSTOMER within two working days, in case of **CONSUMERS** within one week in writing (registered letter or fax).
- c) With the signature on the delivery note and accompanying documents, the CUSTOMER confirms the properly placed order as well as the instruction of the carrier to deliver the WASTES to us in the name and on account of the CUSTOMER.
- d) The carrier confirms, by signing the delivery note, the instruction pursuant to clause II.c and, if an order is not present or cannot be ascertained, to collect the WASTES itself or to have a corresponding treatment of the WASTES effected at its own costs, at our discretion.

III. Prices, ancillary costs and charges

- a) Unless otherwise stated or expressly mentioned in the offer, our prices are in EURO and without turnover tax and other public charges (such as residual waste tax).
- b) Classification to price categories and cost estimates based on specimen and samples sent in are subject to

change. The binding price is determined after ACCEPTANCE based on the examination result; the same applies in case of **CONSUMERS**.

- c) The costs of our services are charged to the CUSTOMER according to our latest valid prices. In case of change of the significant calculation basis until the day of ACCEPTANCE, especially in case of changes of material and wage costs as well as public charges, we may charge a corresponding price. Decreases of remuneration are passed on to the **CONSUMER**.

IV. Payment, crediting, consequences of default, prohibition of setting-off and retention, circumstantial clause

- a) Invoicing takes place after ACCEPTANCE or rendering the service. Prior to complete rendering of the service, we may present partial invoices. Additional costs attributable to the CUSTOMER (e.g. for missing declarations, containers which are incorrectly labelled or defective) will be charged subsequently.
- b) All payments are to be made within fourteen days after invoice date in cash and without deduction in EURO unless otherwise agreed.
- c) No bills of exchange will be accepted; cheques will only be accepted on account of payment. A preliminary credit of the cheque amount by the bank does not constitute a deferral of payment. We have no liability whatsoever for any cheques not presented in time.
- d) Any discount has to be expressly agreed in writing. It will no longer apply if the bank transfer order has not been made at the latest on the last day of the discount period, if, in case of current business relationships, all other claims have not been repaid at the latest upon maturity or in case of repayment by way of setting-off of even only one part of the invoice amount or its retention.
- e) When we have received the amount for final disposal or when the cheque has been honoured and all ancillary expenses, especially interests and collection fees are covered, the payment is deemed as effected.
- g) (Does not apply to **CONSUMERS**) The CUSTOMER waives in advance the setting-off with own counterclaims, exercise of a right of retention and all objections (especially under § 1052 ABGB [Austrian Civil Code]) that might defer the payment.
- h) The **CONSUMER** may discharge his liabilities by setting-off if the counterclaims are legally connected with the liability of the **CONSUMER** and if this has been legally ascertained or acknowledged by us.
- i) Incoming payments are generally at first credited against the oldest open liability and in this respect at first against ancillary expenses, then against interests and finally against capital.
- j) Every default in payment, even through no fault, entitles us without prejudice to other legal consequences and claims for damages either
- 1.) to insist on performance of the contract and
 - aa) suspend our obligations – even originating from other transactions – until payment is made
 - bb) make open amounts payable even in case of instalment agreements – in case of **CONSUMERS** pursuant to § 13 KSchG (acceleration clause) and
 - cc) to invoice default interests from the maturity amounting to 1.5 % p.m. or
 - 2.) to withdraw from this contract or other contracts that have not yet been mutually completely fulfilled setting a reasonable period of grace of a maximum of fourteen days.
- k) In case of justified doubt regarding the solvency of the CUSTOMER or in case of default of payment – even originating from other transactions – we are entitled to render outstanding services only against payment in advance, to revoke payment periods granted and to make open amounts immediately payable.

V. Execution of orders, marking, examinations

- a) In case of unforeseen circumstances for which we are not responsible at least grossly negligently, we may carry out another treatment with possibly increased costs being charged to the CUSTOMER in deviation from our duty to carry out treatment according to the contract.
- b) For the determination of the amount of WASTES, the weighing on our plant scales or public weigh bridge to be named by us is authoritative.
- c) The WASTES have to be marked exactly and completely according to type, composition and hazardousness and the accompanying document has to contain the required statements and indications. This is confirmed by the CUSTOMER by signing the delivery notes and accompanying documents and/or our acceptance documents.
- d) The containers have to comply with the laws and the authoritative standards, they must be marked clearly, lastingly and in weather-resistant manner in accordance with other legal regulations and authoritative standards with the name and address of the CUSTOMER, order and delivery note and the identification of the content and they must be suitable for storage, weather-resistant, tight and secured against easy opening. Damaged, unsuitable or incorrectly or insufficiently marked containers will not be accepted. The marking must comply with the order, delivery notes and accompanying documents.
- e) The CUSTOMER is liable, irrespective of fault, for the costs of a necessary relocation of the WASTES and all damage and pecuniary prejudice arising for us due to defective or incorrect marking or declaration or by unsuitable or defective containers.
- f) The CUSTOMER has to have effected the examinations and expertises required for the treatment at its costs. In case of doubt of the correctness and completeness of this declaration and marking of the WASTES, an examination by authorised skilled persons or technical institutions as defined by § 2 par. 6 number 6 AWG 2002 which bindingly and finally decides on the further treatment and accounting is effected at the CUSTOMER'S costs. Analyses of the CUSTOMER require our final acknowledgement.

VI. ACCEPTANCE, TAKEOVER, passing of the risk

- a) Time and modalities of the ACCEPTANCE are to be clarified in advance and the ACCEPTANCE only takes place after presentation of an order or delivery note filled in and signed legally bindingly by the CUSTOMER, in case of hazardous WASTES additionally upon presence of the accompanying documents as well as our order confirmation and ACCEPTANCE COMMITMENT which are only granted subject to these conditions. Upon ACCEPTANCE, a copy of the signed order confirmation is to be presented. We are only obliged to verify the authorization to sign in case of justified doubt. We are not obliged to ACCEPTANCE without ACCEPTANCE COMMITMENT. Dates and deadlines fixed by us are only approximate times and do not entitle the CUSTOMER to claims against us for default of our service.
- b) Despite ACCEPTANCE COMMITMENT, the ACCEPTANCE of the WASTES may be denied, especially in case of:
 - missing, incorrect or incomplete accompanying documents;
 - missing, incorrect or incomplete labelling of the WASTES;
 - missing, incorrect or incomplete indications of quantity or mass;
 - containers which are not weather-resistant or clearly labelled, or
 - unsuitable containers for (interim) storage.
 - delivery or radioactive waste (see e below).
 Without prejudice to liability for damages, the CUSTOMER is in this case obliged to take back the delivered WASTES immediately and 10 % of the disposal costs will be charged to him per month as storage costs.
- c) The delivery, waiting time required for operational reasons, the unloading or the handing over of the WASTE is at the CUSTOMER'S costs and risk. The instructions of our operating personnel are to be observed unconditionally. In case of denial of ACCEPTANCE, the CUSTOMER has no claims against us whatsoever.

- d) The CUSTOMER continues to be the obliged person under the waste law until all claims from the existing business relationship have been settled. The TAKEOVER of the accepted WASTES and the confirmation may be denied until all outstanding payments have been received. Until that time, all obligations under waste law are on part of the CUSTOMER and we are also entitled in case of default of payment despite written reminder and violation of the duty to take back to instruct the treatment of the WASTES in another way in the name of the CUSTOMER.
- e) We are entitled to examine all delivered wastes for radioactivity. In case of detection of radioactivity, we will instruct a qualified expert (§ 2 par. 29 Law on Radiation Protection) with the proper survey of the delivered wastes. The costs of this survey are charged to the CUSTOMER. If the survey shows that we may accept the material, the CUSTOMER will be informed about this result and the acceptance procedure continues. If the survey shows that we may not accept the material but that the material has to be brought to a company authorized by the authorities (e.g. Nuclear Engineering Seibersdorf GmbH, hereinafter briefly referred to as NES) for further treatment, the following procedure will be carried out:
 - ea) The CUSTOMER is informed by us about the result of the survey via FAX.
 - eb) The CUSTOMER is obliged to instruct as soon as possible – however at the latest by noon of the following working day - a company authorized by the authorities with the collection and the proper disposal of the waste in question and to submit to us a copy of this instruction as well as the authorization of this company by the authorities via fax. The radioactive waste is to be collected as soon as possible – however at the latest within two working days from the submission of the survey results. The costs arising for us due to the parking of the delivery vehicle are charged to the CUSTOMER.
 - ec) If the CUSTOMER does not fulfil its obligations pursuant to clause eb) or does not fulfil them in time, we shall be entitled to instruct a company authorized by the authorities (e.g. NES) with the proper disposal of the waste in question. The expenses arising due to this are charged to the CUSTOMER.

If it is established that there is imminent danger and the waste in question has to be brought immediately to an authorized waste management company, we shall be entitled without prior consultation with the CUSTOMER to instruct a company authorized by the authorities (e.g. NES) with the proper disposal. The expenses arising due to this are charged to the CUSTOMER.

VII. Warranty and damages

- a) With exception of CONSUMERS, all warranty claims against us are excluded or, to the extent that the exclusion is not legally effective, an immediate written notification of defects has to be effected by means of registered letter or fax. The warranty period does not start again upon performance of the warranty.
- b) Claims for damages of the CUSTOMER only exist in case of gross negligence on our part and their amount is limited according to the invoice amount of the respective order. If a higher indemnity amount is requested, this is to be notified at the latest upon placing the order and the additional insurance costs are to be borne by the CUSTOMER. The replacement of the lost profit is excluded in any case.
- c) Operational waiting times and standing times for vehicles of the CUSTOMER are not reimbursed by us.

VIII. Provision and transportation of containers

- a) These present conditions also apply to the provision by way of rent and the transportation of containers (such as skips and containers) for the handing over of WASTE.

- b) Standing times are not covered by the treatment remuneration and will be charged separately.
- c) The containers may only be filled to the amount specified by us. In case of particularly heavy material, the extent of a possible loading is to be clarified with us. It must be possible to comply with the authoritative regulations for the transportation. The CUSTOMER has to arrange for the reloading or unloading due to overfilling and/or has to bear the costs, respectively.
- d) The CUSTOMER has to exactly describe the location of the container to ensure that there is a corresponding free space in front of the containers for collection without any problems and a securing according to the regulations, to obtain at own costs a corresponding permission of the landowner prior to placement of the containers as well as to obtain the permission of the responsible authorities prior to using public areas and to instruct our drivers who act as its auxiliary bodies in this respect.
- e) The CUSTOMER is liable for any damage to the containers during the filling and standing time irrespective of fault. Possible claims for damages on our part against third parties will be assigned to the CUSTOMER after payment of the compensation at its cost and without guarantee for liability and correctness.

IX. Miscellaneous, place of jurisdiction, applicable law

- a) The exclusive competent court for all disputes in connection with the concluded business or its dissolution is the Commercial Court in Vienna. We shall be entitled to sue the CUSTOMER at the Commercial Court in Vienna or at any other place in Austria.
- b) Exclusively Austrian law applies with exception of the private international law.
- c) If individual provisions of these conditions are invalid, the validity of the remaining provisions shall remain unaffected.
- d) The CUSTOMER expressly agrees to the processing of personal data required for performing the service.