1.1 These General Commercial Terms and Conditions of Waste Management Services (hereinafter "GCTC") regulate matters between an FCC Group company, as defined in Articles 2.15.1 and 2.15.2 hereof, as the service provider and a third party as the customer, provided that provisions of the Contract (as defined in these GCTC) made between the Provider (as defined in these GCTC) and the Customer (as defined in these GCTC) to regulate matters between the Provider and the Customer by way of derogation from these GCTC shall prevail over provisions of these GCTC.

1.2 Any matters between the Provider and the Customer regulated by the Contract and these GCTC shall be governed by laws of the Slovak Republic.

2.1 Capitalised terms used throughout these GCTC shall have the meanings ascribed thereto in this Article 2, or as specifically defined in the respective Articles of these GCTC (11.1, 1.2, 11.5). The provision of this Article 2.1 of GCTC shall not prejudice the provision of Article 2.18 hereof.

2.2 Contract 1 means the Municipal Waste, Petty Construction Waste and Voluminous Waste Management Contract made between the Provider and the Customer.

2.3 Contract 2 means the Waste Management Service Contract made between the Provider and the Customer.

2.4 Contract means either Contract 1 or Contract 2.

2.5 Price List 1 means the list of prices agreed between the Parties for the management of Agreed Wastes.

2.6 Price List 2 means the list of prices agreed between the Parties for the execution of Agreed Operations.

2.7 Price List 3 means the list of prices agreed between the Parties for Secondary Raw Materials.

2.8 PriceList(s) means PriceList 1 and/or PriceList 2 and/or PriceList 3.

2.9 Waste Management means the collection, transportation, storage, recovery and disposal of wastes, including the care of the recovery/disposal site, or any combination of those operations.

2.10 Waste Sorting means division of wastes by kind, or separation of waste components that, when so separated, can be classified as separate kinds of waste.

2.11 Discharge means the act of discharging the contents of, and emptying, a Collection Container.

2.12 Discharge/acceptance means the act of discharging wastes that a Collection Container contains.

2.13 Collection Container means a container provided or approved by the Provider for the collection of an Agreed Waste or a Secondary Raw Material.

2.14 Working Days means a day from Monday to Friday, except non-working days specified in the Act No. 241/1993 on public holidays, non-working days and commemorative days, as amended, or any other legislation as may be adopted in the future.

2.15 Provider means the company which entered into the Contract as the service provider and that has at least 50 % share of its registered capital held by (i) FCC Environment CEÖ GmbH, having its principal office at Hans-Hruschka-Gasse 9, Himberg 2356, Republic of Austria (hereinafter "Parent Company"); or (ii) a company controlling the Parent Company; or (iii) a company controlled by the Parent Company; or (iv) a company controlled by the company controlling the Parent Company; or (v) a company controlled by the company controlling the Parent Company.

2.16 Customer means the person that entered into the Contract with the Provider.

2.17 Parties means the Provider and the Customer.

2.18 Any terms defined in the Contract and used in throughout these GCTC in a capitalised form shall have the same meaning in these GCTC as the Contract.

3.1 The Provider shall carry out for the Customer the Agreed Operations specified in the Contract and, if the Parties so agreed in the Contract, purchase Secondary Raw Materials from the Customer.

3.2 During the term of the Contract, the Provider shall carry out operations referred to in Article 3.1 of these GCTC in such manner and on such terms as agreed in the Contract and GCTC, and on the basis of a Customer's purchase order delivered to the Provider in a written form, a fax message included, or a Customer's request submitted by telephone, provided that such purchase order or request shall be binding upon the Provider only to the extent it was accepted by the Provider. A purchase order or request must be delivered to the Provider no later than 3 Working Days before the date designated by the Customer as the date when the Agreed Operations are to be carried out by the Provider.

4.1 To the extent the Provider committed itself in the Contract to manage the Waste Sorting for the Customer, the Provider shall deliver to the Customer Collection Containers, each bearing a designation of the specific waste it is destined for. The Customer shall ensure that the Collection Containers be distributed in a due and timely manner in accordance with the Contract so that the purpose thereof can be achieved.

4.2 The Customer shall be responsible for the contents of the Collection Containers destined for the Waste Sorting. If the Provider finds out upon receipt of wastes that a Collection Container contains wastes of a kind other than designated therein, the Provider shall have the right to refuse the Discharge/acceptance of a Collection Container and request the waste contained therein to be returned by the Customer. When such wastes have been properly removed, the Provider shall accept the Collection Container and carry out the Discharge thereof.

4.3 Refusal to accept wastes/carry out the Discharge under Article 4.2 of GCTC shall not constitute Provider's delay with the fulfilment of its obligations under the Contract or violation of Provider's contractual obligations.

4.4 If the Provider finds out after the Discharge/acceptance of a Collection Container destined for the Waste Sorting that the Collection Container contains a kind of waste other than that designated therein, the Provider shall return the wastes without undue delay and the Customer accordingly in writing. The Provider shall calculate the costs incurred in connection therewith according to the appropriate PriceList and the Customer shall refund such costs against the Provider's invoice. The provisions of Article 5 of GCTC shall apply mutatis mutandis to the calculation and billing of costs referred to herein.

4.5 If the Provider finds out by way of inspection that any Collection Container destined for the Waste Sorting contains waste of a different category, the Provider shall without undue delay notify the Customer accordingly in writing and re-sort and weigh, and recover or dispose of the waste using a suitable method. The Provider shall calculate the costs incurred in connection therewith according to the appropriate PriceList and the Customer shall refund such costs against the Provider's invoice. The provisions of Article 5 of GCTC shall apply mutatis mutandis to the calculation and billing of costs referred to herein.

5.1 The Customer shall pay the Provider a consideration for services provided under the Contract on the basis of mutually approved PriceList(s).

5.2 Prices of services referred to in Article 3.2 GCTC shall be agreed between the Parties in writing.

5.3 The Provider shall have the right to unilaterally adjust prices in PriceList(s) in the following cases:

5.3.1 VAT rate change and/or other administrative action by the Government;

5.3.2 change of the rate of statutory waste dumping charge payable under the Act No. 17/2004 on waste dumping charges, as amended, or any other legislation as may be adopted in the future; or

5.3.3 an increase in the inflation rate of at least 3 % as compared to the month in which the Contract was made. The Provider shall have the right to increase a price listed in the PriceList on the basis only by such amount as corresponds to the inflation increment as measured by the consumer price index of the Statistical Office of the Slovak Republic. The Provider shall notify the price adjustment to the Customer no later than 30 days before the effective date of the new prices.

5.4 PriceList(s) shall be valid for a definite term. Till the end of a calendar year, provided that no later than 15 December (inclusive) of a calendar year, the Provider shall submit to the Customer draft new PriceList(s) within the above time limit, prices in effect for the next calendar year shall be the prices listed in the most recent PriceList(s). Unless the Parties agree in writing otherwise, if the Customer does not deliver to the Provider the Customer's written approval for the new PriceList(s) on or before 31 December (inclusive) of the calendar year, the Provider shall submit to the Customer draft new PriceList(s). The Provider shall not deliver to the Provider the Customer's written approval for the new PriceList(s) on or before 31 December (inclusive) of the calendar year, prices in effect for the next calendar year shall be the prices listed in the most recent PriceList(s), provided that the Provider shall have the right to terminate the Contract by notice of withdrawal with immediate effect, which right shall be exercisable at any time during January of the next year.

5.5 The Provider/Customer shall issue an invoice no later than the 10th day of the next month after the execution of Agreed Operations by the Provider/Customer or delivery by the Customer to the Provider of Sorted Waste/Secondary Raw Materials, or when a matter arises based on which the Provider/Customer became entitled to issue an invoice to the Customer/Provider. The Provider/Customer shall deliver the invoice to the other Party without undue delay. The Customer/Provider agrees to pay the invoiced consideration or other sum, inclusive of VAT, within 14 days from the delivery of the invoice.

5.6 If the Customer fails to deliver to the Provider an invoice for supply of Sorted Waste/Secondary Raw Materials in 90 days from the delivery of the Sorted Waste/Secondary Raw Materials, the Provider/Customer shall be entitled to pay to the Customer of a contractual penalty equaling to the amount of the consideration, net of VAT, agreed between the Parties for the supply of Sorted Waste/Secondary Raw Materials to which the delayed Customer's invoice relates.

5.7 The Parties have agreed that the Customer/Provider shall be obliged to pay an invoice within the time limit set forth in Article 5.5 hereof or the time limit indicated in the invoice, whichever is longer. An invoice shall be deemed to have been paid in a due and timely manner if the invoiced sum, identified by the variable code indicated in the invoice, was credited to the Provider/Customer's account within the applicable time limit according to the present Article of GCTC. Payments to be made between the Parties shall be made by wire transfers through their respective financial institutions, or by cash at the Provider's cash desk, unless it contravenes applicable laws.

5.8 An invoice issued by the Provider/Customer must contain required essentials in accordance with applicable laws.

5.9 If the Customer is a VAT payer, the applicable amount of VAT shall be added to the price in accordance with the VAT Act then in force and effect, and the Provider agrees to pay the same.
Rights and Obligations of Parties

Provider’s rights and obligations:
6.1 The Provider shall fulfil its obligations under the Contract in due time and in accordance with legislation in force and effect.
6.2 The Provider shall have the right to fulfil its obligations towards the Customer, whether with or without the consent of the Customer’s representative, though a third party, including without limitation a company, including without limitation provision of conditions to facilitate the fulfilment by the Provider of its contractual obligations.
6.3 The Provider shall carry out inspections of wastes received from the Customer both upon the receipt and during their transportation. If the Provider identifies any inappropriate waste, the Provider shall have the right not to accept it. For the purposes of the Contract, ‘inappropriate waste’ refers to any waste that is not Agreed Waste, as specified in the Contract, and does not conform to the waste category pertaining to the respective catalogue number or the nature of the waste as declared by the Customer.
6.4 The Provider agrees to remove any dirt from the Collection Container location that originated from the Provider’s operations in connection with the discharge of the Collection Containers.
6.5 If the Provider fails to discharge a Collection Container for reasons that were not foreseeable in that specific case, the Provider shall inform the Customer accordingly and carry out the Discharge as soon as possible, subject to mutual agreement with the Customer.
6.6 The Provider shall present at any inspection carried out by competent government waste management inspection authorities at the Customer’s place, subject to at least 2-day prior written notice from the Customer.
6.7 The Provider shall on no circumstances be liable for any sanctions imposed on the Customer for breach of waste management legislation in connection with the Contract in the following cases:
6.7.1 Breakdown of machinery;
6.7.2 breach by the Customer’s employees of waste management legislation in force and effect that is applicable to the Contract, insofar as such breach relates to their obligations of which they were or should have been aware;
6.7.3 breach of waste management legislation, insofar as such breach relates to premises that are inaccessible to Provider’s employees;
6.7.4 defaults by the Provider relating to an inspection process in waste handing that has been brought to the attention of Customer’s employees;
6.7.5 breach of waste management legislation in force and effect caused by employees of external organisations (other than the Provider) who carry out works within the Customer’s premises;
6.8 Where the subject matter of the Contract is rent of a Collection Container, the Provider agrees to arrange repair of the Collection Container within 14 days from the date the Customer reported the defect of the Collection Container and allowed the Provider to take it over, and provide to the Customer a substitute Collection Container for the repair time.
6.9 Any liability of the Provider under the Contract shall be limited to the liability of the breaching Party within the meaning of the Commercial Code Act No. 513/1991, as amended.
6.10 The Provider agrees to undertake regular waste inspections at the Customer’s place in accordance with waste management legislation in force and effect.
6.11 Where it is agreed that where the Provider is entitled under the Contract to discharge waste collected from the Customer, the Provider shall have the right to recover such waste or its part with or without giving the Customer a notice thereof.

Customer’s rights and obligations:
7.1 The Customer shall have the right to provide to the Provider without undue delay all information needed for the implementation of the Contract.
7.2 The Customer shall, without any claim for consideration or cost refund, provide suitable conditions to facilitate the Provider’s performance under the Contract, including without limitation access and entry to buildings and areas involved in the implementation of the Contract by the Provider.
7.3 In connection with the implementation of the Contract, the Customer agrees to:
7.3.1 submit to the Provider the producer’s/producer/company’s Waste Management Programme no later than 10 days after its approval by competent government authorities pursuant to relevant laws and regulations; where the wastes are transported to the Customer’s premises that are inaccessible to Provider’s employees;
7.3.2 place Collection Container designation labels in the Customer’s premises; unless the Parties agree otherwise, the labels shall be provided by the Provider at Customer’s expense. For Collection Containers whose Discharge is the responsibility of the Provider, the Customer shall place the labels in such manner that data on the labels is always legible to the Collection Containers always comply with the Contract and its addendums;
7.3.3 distribute Collection Container related labels, which shall be provided by the Provider at Customer’s expense in such quantities and types as specified in the Contract or Customer’s written instructions for such operations according to the Provider; the Provider shall without undue delay notify the Customer accordingly in writing.
7.4 The Customer agrees to provide assistance during regular waste inspections to be undertaken by the Provider under waste management legislation in force and effect. Any suggestions and modifications are required to be reflected through an amendment to the Contract;
7.5.1 The Provider observes any breach of obligations under the Customer’s new approved Waste Management Programme, including without limitation any sanctions imposed by administrative authorities;
7.5.2 distribute Collection Container related labels, which shall be provided by the Provider at Customer’s expense in such quantities and types as specified in the Contract or Customer’s written instructions for such operations according to the Provider; the Provider shall without undue delay notify the Customer accordingly in writing.
7.6 The Customer agrees to provide to the Provider in connection with the recovery/disposal of such waste a debt acknowledgement agreement in accordance with Annex 6 to the Act No. 223/2001 on waste, as amended; or, if the Parties so agree, the stabilisation shall be carried out by the Provider at the Customer’s expense.
7.7 The Customer agrees to:
7.7.1 take over wastes free of any contamination and impurities, in form of compacted packages, unless the Parties agree otherwise;
7.7.2 deliver SRM in a bulk form, separated and placed in appropriate Collection Containers according to the waste type designation stored in the Customer’s premises.
7.8 The Customer agrees to:
7.8.1 comply with obligations regarding the handling of wastes, Secondary Raw Materials and dangerous waste that arise from legislation in force and effect. The Customer agrees to deliver the Wastes specified in the Contract or Customer’s written instructions for such operations according to the Provider; the Provider shall without undue delay notify the Customer accordingly in writing.
7.8.2 undertake regular waste inspections at the Customer’s place in accordance with waste management legislation in force and effect.
7.8.3 agree to deliver Agreed Wastes specified in the Contract in a stabilised condition in accordance with the Pricelist. The Provider shall without undue delay notify the Customer accordingly in writing.
7.8.4 agree to the Provider’s request to undertake regular waste inspections at the Customer’s place in accordance with waste management legislation in force and effect.
7.8.5 provide to the Provider the producer’s/municipality’s/State’s Waste Management Programme no later than 10 days after its approval by competent government authorities pursuant to relevant laws and regulations; where the wastes are transported to the Customer’s premises that are inaccessible to Provider’s employees;
7.8.6 observe any breach of obligations under the Customer’s new approved Waste Management Programme, including without limitation any sanctions imposed by administrative authorities;
7.8.7 undertake regular waste inspections at the Customer’s place in accordance with waste management legislation in force and effect.
7.9 The Customer agrees to:
7.9.1 notify the Provider of any breaches by third parties in connection with waste management legislation and the Contract;
7.9.2 notify the Provider of any breaches by any government authority in connection with waste management legislation and the Contract;
7.9.3 notify the Provider of any breaches by the Customer under the Contract.
7.10 Any breaches by third parties shall be notified to the Provider within 10 days of their occurrence.
7.11 The Customer agrees to carry out inspections of wastes received from the Provider both in time agreed for such operations according to the Provider; the Provider shall without undue delay notify the Customer accordingly in writing.

Article 8 Dispute Resolution

2.15.2 hereof, provided that the Provider shall be responsible for any third party’s operations as it they were its own operations.
2.15.3 Hereby the Parties agreed under Sect 6.17.1 to include a company, including without limitation a company, including without limitation a company to undertake regular waste inspections in accordance with waste management legislation in force and effect.

Article 9 Termination of Contract

9.1 The Contract may be terminated by:
9.1.1 notice of termination;
9.1.2 notice of withdrawal;
9.1.3 impossibility to perform;
9.1.4 agreement between the Parties; or
9.1.5 cessation of a Party without a legal successor.

9.1.6 for other reasons set out in the Contract or these GCTC.

9.2 Either Party may terminate the Agreement by a three-month notice without giving the reason. The notice of termination must be given in writing. The notice period shall commence on the first day of the month following the delivery of the notice to the other Party.

9.3 The right of withdrawal shall be governed by Sections 344 et seq. of the Commercial Code Act No. 513/1991, as amended. Material breach of the Contract shall include a Customer's delay with payment of an invoice exceeding 30 days if the Customer failed to make the payment within an additional period of grace. Any other breaches of the Contract shall be deemed immaterial. Withdrawal from the Contract shall be effective on the date of delivery of the notice of withdrawal to the other Party. This Article 9.3 of GCTC shall be without prejudice to the Provider's right to terminate the Contract by notice of withdrawal under Articles 5.4 and 11.5 of these GCTC.

9.4 Impossibility to perform means Provider’s inability to fulfill its obligations which is due to changes in legislation that prohibit or significantly restrict the execution of Agreed Operations under the Contract or require a special official authorisation which the Provider tried to obtain without success, or lead to a change in conditions of the Agreed Waste handling due to which the fulfilment by the Provider of its obligations under the Contract is made harder or the implementation of the Contract requires a disproportionate increase in efforts or costs that was not foreseen by the Parties at the time the Contract was made. The Provider’s obligation to carry out Agreed Operations under the Contract shall cease on the day when the impossibility to perform arises, subject to prompt notification thereof by the Provider to the Customer. The Contract shall terminate upon delivery by the Provider to the Customer of a written notice of the Provider’s inability to perform.

9.5 The termination agreement between the Parties shall be subject to approval by both Parties and execution in writing. The Contract shall terminate on the date designated in the agreement as the termination date or, if no such date is designated in the agreement, on the date when the agreement on termination of the Contract was signed by both Parties.

9.6 If the Customer does not request the Provider to perform Agreed Operations within two days from the day of the conclusion of the Contract, and if the Provider does not purchase Secondary Raw Materials from the Customer during this period, the Contract shall cease two years after its conclusion; in this case the day of its termination shall be the day which corresponds to the number of the day when the Contract was concluded.

9.7 If the Customer within two years from the day of the last performance of Agreed Operations or from the day of the last purchase of Secondary Raw Materials by the Provider (whichever event occurs later) does not request the Provider to perform other Agreed Operations or does not request the Provider to buy other Secondary Raw Materials (i.e. within a two year period there shall be no request to perform Agreed Operations under the Contract and no request to purchase Secondary Raw Materials under the Contract), the Contract shall cease two years from the day when the Provider last performed Agreed Operations for the Customer or when the Provider last purchased Secondary Raw Materials from the Customer; in this case the two year period, after which the Contract ceases, shall run from the day of the event which occurs later. According to the present Article of GCTC, the day of the Contract termination shall be the day which corresponds to the number of the day when the event leading to the termination of the Contract occurred.

9.8 The Customer shall return any Collection Containers that were provided thereto by the Provider for the term of the Contract to the Provider within 10 days from the termination of the contractual relationship. The Parties agreed that upon termination of the Contract, they shall settle their mutual liabilities by fulfilling their respective obligations under the Contract and GCTC, unless the Parties agree in writing otherwise.

### Article 10 Dispute Resolution

10.1 Any disputes arising between the Parties in connection with the Contract shall be resolved by way of negotiation seeking to achieve agreement.

10.2 If no agreement is achieved within the meaning of Article 10.1 of these GCTC, any disputes arising from the Contract, including without limitation disputes concerning validity, interpretation or termination of the Contract shall be referred for resolution to the Permanent Court of Arbitration CADRE - Centre for Arbitration and Dispute Resolution in Europe, having its registered office at Zelena 2, 811 01 Bratislava, (hereinafter “Court of Arbitration”). The arbitration shall be conducted in accordance with internal rules of the Court of Arbitration by a sole arbitrator appointed in accordance with the internal rules of the Court of Arbitration. The Parties shall submit themselves to the award of the Court of Arbitration and the award shall be binding upon the Parties.

### Article 11 Miscellaneous and Final Provisions

11.1 Unless the Contract or GCTC specifically request mutual communication between the Parties to have a written form, the Parties may communicate via telephone, fax transmission or e-mail:

11.1.1 for communication via telephone, a message shall be deemed delivered on the Working Day when the call was made, or the next Working Day;

11.1.2 for communication via fax transmission or e-mail, a message shall be deemed delivered on the day when it was sent on a Working Day no later than 15:00, or on the next Working Day after the sending day, subject to successful fax transmission or sending of the e-mail, respectively. The Parties are required to keep proofs to support the above matters;

11.1.3 for written communications delivered by post or a courier service, the post shall be deemed delivered:

(i) on the day it was delivered;

(ii) on the day the addressee refused to receive the post;

(iii) on the day the addressee refused to receive the post;

(iv) if delivery to the addressee specified in the Contract, or such last address as was notified to the other Party after the conclusion of the Contract as the new delivery address, was unsuccessful, on the fifth day after the sending for deliveries within the territory of the Slovak Republic, or on the tenth day after the sending for deliveries outside the territory of the Slovak Republic Documents should at all times be delivered to the addressee’s address registered in the Register of Companies, unless the Parties agreed in writing on a different delivery address.

A message delivered to the Customer under this Article 11.1 of GCTC shall be deemed delivered whether or not the attempt to deliver came to the Customer's knowledge and whether or not the Customer was present at the place of delivery.

11.2 The Parties shall inform each other without undue delay of any changes in their respective information contained in the Contract; if the Customer breaches the aforesaid obligation, the Provider shall not be held liable for any loss incurred in consequence thereof.

11.3 These GCTC shall apply mutatis mutandis to any and all amendments to the Contract made between the Provider and the Customer.

11.4 These GCTC shall come into force on 1 December 2012.

11.5 In case of any amendment to these GCTC, the Provider shall submit the text of the amendment or the new GCTC (hereinafter “GCTC Amendment”) to the Customer no later than 15 days before the effective day of the new GCTC text. If the Customer fails to deliver its disapproval with the GCTC Amendment to the Provider in writing within 15 days from the receipt of the GCTC Amendment, the Customer shall be deemed to have approved the GCTC Amendment and the conduct of the Parties shall be governed by the GCTC Amendment as of the effective date thereof. If the Customer delivers its disapproval with the GCTC Amendment to the Provider in writing within 15 days from the receipt of the GCTC Amendment, unless the Parties agree in writing otherwise, the conduct of the Parties shall be governed by the former GCTC text, provided that the Parties shall have the right to terminate the Contract by notice of withdrawal with immediate effect, which right shall be exercisable at any time within 30 days from the receipt of the Customer’s written disapproval with the new GCTC text within the meaning of the GCTC Amendment.

### Article 12 Trade Secret

12.1 The Parties agreed that any information concerning the contractual partners’ business matters as they may obtain during mutual negotiations shall constitute trade secret and the Parties agree to refrain from disclosing it to third Parties both during and after expiry of the term of the Contract.

12.2 Without Customer’s consent, the Provider shall not disclose, whether for its own interest or for the interest of third parties, any information concerning the nature, quantities and types of waste.

12.3 The Provider shall treat any purchase orders and trade and technical specifications relating to the subject matter of the Contract as trade secret.

12.4 Without Provider’s consent, the Customer shall not publish, whether for its own interest or for the interest of third parties, any information concerning the method of implementation of the Contract by the Provider.

In ____________________________

dated ____________________________

I hereby express my full and irrevocable consent with the above-stated General Commercial Terms and Conditions.

Signature: ____________________________