

Article 1 General provisions

1. The following General Terms of Purchase for Buying Raw Materials, Recyclables, Wastes or Similar Materials ("GTP Raw Materials") shall apply for the purchase of all raw materials, recyclables, wastes or similar materials by RDB plastics GmbH ("RDB") in connection with the whole existing and future business relationship between the supplier ("Vendor") and RDB.
2. These GTP Raw Materials shall apply solely. All general terms or selling conditions of the Vendor that conflict with or diverge from these GTP Raw Materials shall not be accepted unless RDB has explicitly agreed to them in writing. These GTP Raw Materials shall also apply even if RDB is aware of Vendor terms that conflict with or diverge from these GTP Raw Materials and nevertheless renders a service owing to the Vendor without reservation.
3. Any individual agreements reached with the supplier (including side agreements, additions and changes) shall from case to case have priority over these GTP Raw Materials. It shall be decisive that the content of such agreements be set forth in a written contract or confirmed in writing by RDB. Insofar as nothing has been agreed unless otherwise provided in these GTP Raw Materials, legally relevant declarations and notifications, which are to be rendered after conclusion of the contract (e.g. performance, setting deadlines, termination) shall require the written form for their validity.

Article 2 Conclusion of contract

1. Quotations from RDB are without obligation regarding price, quantities and qualities, unless otherwise specified in the quotation.
2. Quotations from the Vendor are only deemed accepted if accompanied by an express declaration to this effect from RDB.
3. Prices shown in the order or in the purchase contract are binding and shall apply, unless agreed otherwise, for delivery "free place of delivery".

Article 3 Terms of payment

1. *Deliveries, for which RDB shall receive payment from the Vendor*
 - a) Insofar as RDB shall receive remuneration for the acceptance of materials which are the subject of the contract, the prices of RDB shall be understood as net prices, which shall be paid with the addition of any accruing statutory value added tax, if applicable.
 - b) Invoices of RDB are due for payment immediately and without deductions. Should the Vendor be in arrears of payment, interest shall be charged at the statutory level under the condition that further damage can be asserted.
 - c) As of the second reminder, RDB is entitled to charge reminder fees of EUR 5.00 per reminder.
 - d) In case of a payment default of the Vendor in respect of more than one obligation, all obligations shall automatically become due and payable
 - e) If a discount has been agreed with RDB, a prerequisite for the corresponding discount is that all previous RDB invoices have been paid by the Vendor.
 - f) In case of invoices from goods and services being paid via SEPA Core Direct Debit or SEPA Business to Business Direct Debit, the Vendor will receive a pre-notification regarding the direct debit at the latest one day before the due date. Such pre-notification may be made on the invoice to be debited.
2. *Deliveries, for which RDB shall make payment to the Vendor*
 - a) Insofar as RDB shall pay remuneration for the acceptance of materials which are the subject of the contract, the prices shown in the purchasing confirmation of RDB shall be understood as net prices, which shall be paid with the addition of any accruing statutory value added tax, if applicable.
 - b) RDB shall pay invoices of the Vendor according to the preference of RDB within 14 days with 3 % discount or after 60 days without deduction effective the invoice date.
 - c) The rendering of accounts and/or issue of credit notes, unless otherwise agreed, shall be based on the weight of goods received and the quality estimation of RDB or a third party assigned by RDB for inspecting goods. The invoice and/or credit note shall comply with the legal requirements.
 - d) The invoice and/or credit note must include the item number of RDB. All necessary documents (e.g. weighing slip, acceptance certificate, etc.) required to check that the delivery has satisfied the conditions of contract must be attached to the invoice.

The legal requirements for taxation of sales and for the issuance of invoices and/or credit notes are to be observed. Upon request, evidence and/or declarations of the registered business of the Vendor shall be provided to RDB and be renewed annually. The Vendor indemnifies RDB from all claims by third parties asserted against RDB which arise on account of false particulars provided about its business activity.

Article 4 Securities

RDB is entitled to claim customary security according to type and scope for outstanding accounts, also insofar as these accounts are conditional or limited in time.

Article 5 Data protection & anticorruption

1. The Vendor is in agreement that RDB shall gather person-related data by presentation of identification documents for the purposes of invoicing or issuing credit notes as well as in the case of cash payments and store these in accordance with the provisions of the German Federal Data Protection Act.
2. The Vendor is obliged to take all necessary measures to avoid corruption and other unlawful actions. In particular, the Vendor shall take appropriate provisions in his company to avoid violations against statutory norms and own standards.

Article 6 Terms of delivery, delivery dates

1. The agreed terms and delivery dates are binding for the Vendor.
2. The Vendor is obliged to inform RDB immediately in writing if circumstances arise or are foreseeable that agreed dates and delivery terms will not be met.
3. The Vendor is to inform RDB immediately in writing of any delay in delivery by its suppliers or subcontractors. Any dates or deadlines which result shall be borne by the Vendor.

4. In the event of default of delivery RDB is entitled to the statutory rights. In particular, RDB is entitled to demand compensation instead of performance after fruitless expiry of a reasonable grace period and to withdraw from the contract. The Vendor is responsible for the default of auxiliary persons and vicarious agents it employs as if this were its own fault.
5. The Vendor must accept adjournments against it. Adjournments can be declared by RDB in writing, by telephone or by some other suitable form (e.g. by email).
6. Deliveries shall be made including all documents necessary for RDB (item number and delivery note of RDB).

Article 7 Processing deliveries

1. If no other agreement has been reached, RDB shall determine the place of delivery (place of performance). If RDB does not explicitly name a place of delivery, the place of performance is the registered place of business of RDB. The Vendor needs to obtain a written confirmation of receipt by RDB.
2. If weighing is necessary, the weight determined on the calibrated scales at the place of delivery shall be decisive.
3. The goods are to be delivered in the form customary in the trade. Delivery must correspond to the generally accepted technical code of practice. Mixing together of several sorts is not permitted.
4. Retention of title in favour of the Vendor or a third party is precluded. The Vendor is obligated to hand over and assign goods to RDB free of the rights of any third party and the own rights of the Vendor.
5. The declaration of deliveries in waybills, delivery notes, bills of lading and other delivery papers must be complete and correspond to the respectively valid regulations. Costs and losses due to incorrect, incomplete and/or omitted declaration shall be borne by the supplier. The Vendor indemnifies RDB from claims of third parties asserted against RDB due to incorrect, incomplete and/or omitted declaration.
6. If the Vendor makes declarations on the origin of the goods, it is obligated to enable the responsible authorities to check the proof of origin as well as to provide the necessary information and to produce any necessary certifications in this respect. If the declared origin is not accepted by the responsible authorities due to deficient certification or lack of a possibility to check the origin, the Vendor is obligated to compensate RDB for the loss arising as a result and to indemnify RDB from any claims of third parties.
7. The transportation and importation of the goods ordered by RDB is to take place in accordance with the respectively valid legal regulations, in particular the GGVSE (German regulations on the carriage of dangerous goods by road and rail) and customs regulations. If the Vendor does not fulfil this obligation, RDB is entitled to take the necessary measures at the expense of the Vendor, also where transportation on the premises of RDB or the place of delivery is concerned.
8. Insofar as the headquarters of the Vendor and/or the loading site of the Vendor are located in a place outside Germany, the Vendor is responsible for observing the cross-border provisions, in particular those pertaining to customs and taxation in these countries. The Vendor shall inform RDB both timely and immediately in advance of the delivery about the applicable country-specific provisions as well as about any changes to this effect. If the Vendor does not comply with this obligation, the Vendor shall compensate RDB for any damages which arise.
9. Persons who work on the premises of RDB to fulfil the obligations of the Vendor shall follow the instructions of RDB and the provisions in the work regulations of RDB as well as the accident prevention, industrial health and safety, environmental protection and other regulations applicable at RDB. Hazardous materials may only be used on the premises of RDB after agreement with RDB and must be marked properly.

Article 8 Dispatch, packaging and passing of risks

1. All shipping costs (e.g. packaging, transport, insurance, customs duties and other charges) shall be borne by the Vendor.
2. The Vendor shall bear the risk of shipment up to the handing over of goods to RDB or to a third party named by RDB at the place of delivery.

Article 9 Complaints

- (1) RDB or the authorised third party is obligated to inspect the delivered goods for defects within a reasonable period. RDB or the authorised third party is only obligated to conduct random inspections. If defects are found, notification shall in any case be on time if the Vendor receives this within a period of 10 working days (excluding Saturdays) as of the date of delivery to the receiving location or in the case of hidden defects as of the date of their detection by RDB – and/or RDB's customer. In this case, the Vendor shall waive any plea of late notification of defects.
- (2) The costs incurred by RDB from quality-related claims or claims for other reasons shall be charged to the Vendor as refusal costs; furthermore, the Vendor shall bear in particular the demurrage arising from the claim.

Article 10 Product liability – indemnification

1. If the supplier is responsible for damage caused by a product, it is obligated to indemnify RDB from any claims for damages from third parties insofar as and to the extent that the cause lies within its sphere of control and organisation and it itself is liable in relation to third parties.
2. Within the scope of the indemnification obligation in the sense of paragraph 1 the Vendor is obligated to reimburse any expenses according to Article 683 and Article 670 of the BGB arising from or in connection with measures taken by RDB.

Article 11 Warranty

1. RDB is entitled to the abridged statutory deficiency and warranty claims. In any case, RDB is authorised to demand from a Vendor as it chooses rectification of

- a deficiency (reworking) or delivery of goods which are free of deficiencies. The right to compensation instead of performance remains unaffected.
2. In case of a deficient delivery, the Vendor is obliged at the request of RDB to immediately inspect the deficient material at the agreed place of delivery and to replace this by material which is free of deficiencies. The Vendor has to bear the necessary costs for the purpose of supplementary performance, in particular for transport, travel, work and material costs as well as any reduction in revenues of RDB.
 3. The Vendor is liable for replacement and subsequent deliveries as well as for the original delivery item. The warranty period for the replacement delivery begins at the earliest with the provision and/or delivery of the replacement delivery.
 4. RDB is authorised to undertake the rectification of deficiencies (reworking) at the costs of the Vendors himself or by a third party, when danger is imminent or the case particularly urgent.
 5. The limitation period for deficiency claims is 36 months, calculated effective the delivery and/or provision of the goods at the place of delivery.

Article 12 General limitations of liability

1. RDB is liable without limitation:
 - a) For every intentional or grossly negligent cause of damage by RDB, one of its legal representatives, proxies or vicarious agents;
 - b) For intentional or negligent harm to life, body or health; and
 - c) For claims under the product liability law or if RDB has maliciously concealed the defectiveness of an object or has granted an explicit guarantee for the quality of an object.
- 2) Otherwise, RDB is only liable in cases of simple negligence for breach of elementary contractual duties and restricted to typical foreseeable losses. Essential contractual duties in the sense of this section C are contractual duties whose fulfilment is the basis of the proper execution of the contract in the first place and on whose fulfilment the other party to the contract relies on and may rely on regularly. The parties agree that the typically foreseeable damage is limited to a maximum of € 5,000,000.00 for personal injuries and damage to property and to a maximum of € 250,000.00 for other pecuniary losses.
3. Further liability of RDB for compensation for damages beyond that covered in the above points is precluded – regardless of the legal nature of the claim made.
4. The aforesaid liability regulations also apply to the personal liability of employees, representatives and agents of RDB.
5. The Vendor shall release RDB of any liability resulting from claims filed by third parties in connection with the nature or quality of the delivery or services rendered by the Vendor.
5. Claims of the Vendors against RDB are subject to a one year period of limitation.

Article 13 Termination / Withdrawal

1. Extraordinary termination rights for an important reason shall remain intact. As an important reason shall apply in particular, if:
 - a) a required approval by an authority for the performance of the contract has not been issued and/or has been revoked. This also applies in the case that an approval from an authority is provided with constraints, which one of the parties only can fulfil with an unreasonably high amount of effort,
 - b) the performance of services described in this contract are no longer permitted or are forbidden by statutory or sub-statutory provisions or the decree of an authority,
 - c) an application has been made regarding the initiation of insolvency or liquidation proceedings involving the assets of one of the parties and reason exists for initiating insolvency proceedings,
 - d) one of the parties has violated essential obligations (e.g. by non-payment, deficient delivery, etc.) and has not or only partly fulfilled a significant part of these obligations, also following two written warnings in which an adequate deadline was set,
 - e) the commercial credit insurance applied for by RDB for securing receivables has not been issued and/or has been revoked during the period of validity of the contract for reasons, for which RDB is not responsible, has not been issued or only to an insufficient extent.
2. In case of a delay in payment, which is based on a recognisable financial collapse of the Vendor, RDB is entitled to withdraw from the contract, without the need to set a corresponding deadline.

Article 14 Legal succession / Change of control / Subcontractors

1. RDB is entitled to transfer the respective agreement without special approval by the Vendor to a subsidiary or associate company of the ALBA Group plc & Co. KG (the "ALBA Group of Companies"), insofar as this is a certified specialised waste management company.
2. If the majority of business shares of a party are transferred to a third party, the other party is to be immediately informed of this. The other party in this case is entitled within two weeks of receiving the notification to terminate the contract regularly with a notice period of three months to the end of the month, insofar as the third party is a competitor of the terminating party. ALBA Group of Companies and enterprises associated with the Vendor in the sense of Article 15ff. AktG are not considered "third parties" in the sense of this provision.
3. RDB is entitled to have its services rendered entirely or in part by suitable subcontractors. References to RDB in this GTP Raw Materials likewise refer to these third parties correspondingly.

Article 15 Secrecy

1. The Vendor is obligated to treat all not obvious commercial and technical information and knowledge that becomes known from the business relationship between RDB and the Vendor as a business secret. This obligation does not apply in so far as a party, due to legal provisions, and due

- to an enforceable judgment of a court or an injunction of an authority is obligated to give information and/or to provide documents.
2. The Vendor may only advertise the mutual business relationship after receiving the prior written consent of RDB.

Article 16 Assignment, Offsetting, Rights of retention

1. The parties are entitled to assign their claims arising from the business relationship, provided that the Vendor requires the prior written consent of RDB.
2. The Vendor is only entitled to offsetting rights and rights of retention if his counter claim has been legally established, is uncontested or has been recognised by RDB in writing.

Article 17 Final provisions

1. Should one or more provision of these GTP Raw Materials be or should become ineffective or unenforceable, this shall not affect the validity of the remainder of these GTP Raw Materials.
2. Amendments to this GTP Raw Materials will be made known to the Vendor in writing or by email and are considered as approved if the Vendor does not object to the amended GTP Raw Materials within six weeks after announcement in writing or by email. The Vendor will be made aware of this separately during the announcement of these changes. In case of a timely objection, the validity of the originally included GTP Raw Materials shall continue.
3. The law of the Federal Republic of Germany shall apply exclusively, the UN-Sales Convention is excluded. The contractual and business language shall be German.
4. The sole place of jurisdiction for all disputes from the preparation and performance of contracts shall be the registered office of RDB.