

Article 1 General provisions

1. The following General Terms of Sale for Selling Raw Materials, Recyclables, Wastes or Similar Materials ("**GTS Raw Materials**") shall apply for the sale 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 purchaser ("Purchaser") and RDB.
2. These GTS Raw Materials shall apply solely. All general terms or purchasing conditions of the Purchaser that conflict with or diverge from these GTS Raw Materials shall not be accepted unless RDB has explicitly agreed to them in writing. These GTS Raw Materials shall also apply even if RDB is aware of Purchaser terms that conflict with or diverge from these GTS Raw Materials and nevertheless renders a delivery or service owing to the Purchaser 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 GTS 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 GTS 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 non-binding and without obligation regarding price, quantities and qualities, unless otherwise specified in the quotation. The ordering of goods by the Purchaser is deemed a binding offer of contract.
2. Acceptance may be declared either by acknowledgement of the order in writing or by delivery of the goods to the Purchaser.
3. Prices shown in the contract and/or order confirmation are binding and shall apply, unless agreed otherwise, for delivery "free place of delivery".
4. RDB does not accept any procurement risk. RDB is entitled to withdraw from the contract with regard to any deliveries which are still outstanding, in so far as RDB, despite the previous conclusion of a respective purchasing contract on its part, does not receive the object of the delivery; the responsibility of RDB for intent and negligence remains unaffected taking the remaining provisions of these business terms into consideration. RDB will inform the Purchaser immediately about the non-timely availability of the object of the delivery and, if RDB wishes to withdraw, exercise the right to withdrawal immediately; in case of withdrawal, RDB will reimburse the Purchaser for the corresponding return service – as far as this has already been rendered.

Article 3 Terms of payment

1. *Deliveries, for which RDB shall receive payment from the Purchaser*
 - a) Insofar as RDB shall receive remuneration from the Purchaser for the delivery and/or provision 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 Purchaser 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 Purchaser 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 Purchaser.
 - 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 Purchaser*
 - a) Insofar as RDB shall pay remuneration to the Purchaser for the delivery and/or provision of materials which are the subject of the contract, the prices shown in the sales 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 Purchaser according to the preference of RDB within 14 days with 3 % discount or after 60 days without deduction effective the invoice date.
3. The rendering of accounts and/or issue of credit notes, unless otherwise agreed, shall be based on the weight of the initial goods. In so far as settlement by the issue of credit notes has been agreed, the Purchaser is obliged to provide the credit note immediately after receipt of delivery. The invoice and/or credit note shall comply with the legal requirements.
4. 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.
5. 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 Purchaser shall be provided to RDB and be renewed annually. The Purchaser 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 Security

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 Purchaser 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 Purchaser is obliged to take all necessary measures to avoid corruption and other unlawful actions. In particular, the Purchaser shall take appropriate provisions in his company to avoid violations against statutory norms and own standards.

Article 6 Retention of title

The following provisions of this paragraph only apply for transactions, which according to their content RDB receives payment from the Purchaser for the delivery and/or provision of materials which are the subject of the contract. This also applies if the price structure develops such that only during the term of the contract RDB receives payment for the delivery and/or provision of materials.

1. The following agreed retention of title serves to secure all respectively existing current and future outstanding accounts of RDB against the Purchaser from the supply relationship existing between the parties with regard to the materials which are the subject of the contract (including balance claims from one of these current accounts restricted to these delivery relationships) (in the following referred to as "**secured claims**").
2. Goods of RDB delivered to the Purchaser shall remain the property of RDB until complete payment of all secured claims. No withdrawal from contract is required in order to exercise any retention of title, unless the Purchase is a consumer.
3. The purchaser is entitled to process and to sell the retained goods until the occurrence of the utilization event (paragraph 8) in proper business transactions.
4. If the reserved goods are processed by the Purchaser, it is agreed that processing takes place in the name of and for the account of RDB as manufacturer and RDB shall directly purchase the property or – if processing takes place from materials of several owners or the value of the processed object is higher than the value of the reserved goods – the joint title (co-ownership) of the newly created object. In the case that no such acquisition of ownership should occur at RDB, the Purchaser already now assigns his future property or – in the above-mentioned relationship – his joint title of the newly created object as security to RDB. If the reserved goods are combined or inseparably mixed with other objects to form a uniform object and if one of the other objects is to be regarded as the main object, the purchaser shall transfer to RDB proportionately the joint title of the uniform object in the relationship mentioned in clause 1. Paragraph 3 shall apply accordingly.
5. In the case of further sale of the reserved goods, the Purchaser already now assigns by way of security any claims arising against the Purchaser – in the case of joint ownership by RDB of the reserved goods according to the joint ownership share – to RDB who is accepting the assignment. The same applies for all other outstanding accounts which take the place of the reserved goods or otherwise arise from the reserved goods, as e.g. insurance claims or claims from unlawful acts during loss or destruction. RDB authorises the Purchaser to include the outstanding accounts in their own name in a revocable manner. RDB is allowed to revoke this authorisation for direct debiting only in the case of utilisation.
6. The goods included in the retention of title may neither be pledged to third parties nor be assigned as security before complete payment of the secured outstanding accounts has been made. If third parties have a claim to the reserved goods, in particular by seizure, the Purchaser will immediately refer them to the fact that this is property of RDB and inform RDB about this in writing, in order that they enforce their rights to title. In so far as the third party is not in a position to reimburse RDB with the legal costs arising or out of court costs in this connection, the Purchaser shall become liable for this.
7. RDB will release the reserved goods as well as any object or outstanding accounts to take their place upon demand according to their choice, insofar as their value exceeds the amount of the secured outstanding accounts by more than 10 %.
8. If RDB withdraws from the contract in the case of behaviour by the Purchaser which is contrary to contract – in particular delayed payments – (in the event of utilisation), RDB is entitled to demand the reserved goods be reclaimed.

Article 7 Delivery periods, Delivery dates

1. Dates or periods for delivery of goods and services are only binding after written confirmation by RDB. All delivery periods and dates are subject to the provision of unforeseeable production disturbances and timely delivery of RDB with the necessary primary materials and, insofar as small completion quantities from purchases have been agreed or are customary in the trade, subject to the provision of deliverability and timely delivery of RDB itself.
2. Meeting deadlines by RDB shall assume timely receipt of all documents to be delivered by the Purchaser, the necessary approvals, releases, adherence to the agreed payment terms and other obligations. If these prerequisites are not fulfilled in a timely manner, RDB is entitled to delay the delivery periods and dates according to the requirements of production. In case the delivery is delayed for reasons, for which the Purchaser is responsible, the deadline when reporting readiness to deliver and/or the collection option within the agreed date shall be considered achieved. Acceptance dates are binding for the Purchaser. If the Purchaser does not achieve performance on time, RDB is entitled to the statutory rights.
3. For adherence to delivery periods and deadlines, the time of despatch ex works/store is decisive.
4. If the delivery periods are not kept, the customer is only entitled to the rights from Article 281 and Article 323 of the BGB if it has set RDB a reasonable deadline for delivery combined – and insofar deviating from Article 281 and Article 323 of the BGB - with the declaration that it shall reject acceptance of the delivery/service after expiry of the deadline; the right to fulfilment is precluded after fruitless expiry of the deadline.

5. The right of the Purchaser to withdraw after the fruitless expiry of a grace period set by RDB shall remain unaffected.
6. The Purchaser is obliged to inform RDB immediately when events occur or which are predictable for the Purchaser from which it can be ascertained that the Purchaser will not be able to keep the agreed acceptance dates.
7. The Purchaser must send a written reminder when default of delivery begins.
8. RDB is entitled at all times to partial delivery of products, work and services in a reasonable scope.

Article 8 Dimensions, weight, quality

Deviations in dimensions, weights and quality are permissible according to DIN or standard practice. The weights are determined on the calibrated scales of RDB or authorised third parties and are decisive for invoicing.

Article 9 Despatch, packaging and passing of risks

1. The delivery is effected ex store of RDB or authorised third party. The same is also the place of performance. At the request and expense of the Purchaser the goods shall be sent to another destination (sale to destination). If not otherwise agreed, RDB is entitled to determine the type of shipment (in particular transport company, means of shipment, packaging) itself. Any resultant costs shall be borne by the Purchaser.
2. The transportation and exportation of the goods provided by RDB must be effected in accordance with the respectively valid legal regulations, in particular the GGvSE (German provisions for the carriage of hazardous goods by road and rail) and customs regulations. If the Purchaser does not fulfil this obligation, RDB is entitled to take the necessary measures at the expense of the Purchaser, also where transportation on the premises of RDB or the place of delivery is concerned.
3. Insofar as the registered offices of the Purchaser and/or the unloading site of the Purchaser are located in a place outside Germany, the Purchaser is responsible for observing cross-border provisions, in particular the customs and taxation regulations in these countries. The Purchaser will inform RDB in advance of the delivery about the applicable country-specific provisions as well as any such changes in a timely and immediate fashion. If the Purchaser does not comply with this obligation, the Purchaser has to reimburse RDB for any damage which may arise.
4. The risk passes to the Purchaser on delivery of the materials to the forwarder or carrier, at the latest, however, on leaving the works or store.
5. At the request and at the expense of the Purchaser, RDB shall take out shipping insurance or other suitable insurance cover in order to insure the contractual performance.

Article 10 Complaints

1. The goods are according to the contract if they at the time of the passing of risk do not deviate from the agreed specification or only do so inconsiderably. The contractual conformity and faultlessness of the goods is determined exclusively by the explicit agreements on quality and quantity of the ordered goods. Liability for a particular purpose or a particular suitability is only accepted if this has been explicitly agreed; Apart from that the risk of suitability and use lies solely with the Purchaser.
2. An agreed specification and/or any explicitly agreed purpose do not imply a guarantee; the assumption of a guarantee requires an explicitly written agreement.
3. The Purchaser only has a right to claims for defects if the Purchaser notifies RDB in writing of a defect without delay, at the latest, however, within 5 workdays. Defects that cannot be detected immediately after the delivery or service in spite of careful inspection are to be reported to RDB immediately after they are discovered, at the latest, however, one month after delivery. Once an agreed acceptance inspection has been carried out, it is not possible to claim for defects that could have been established at this acceptance inspection.
4. In the event of a claim the Purchaser must grant RDB the opportunity to inspect the goods concerned without delay; on request the goods concerned or a sample thereof are to be made available at the expense of RDB. In the case of unjustified claims RDB may charge the Purchaser the freight and handling costs as well as the inspection costs.

Article 11 Warranty

1. For deficiencies or any expressly agreed guarantees of characteristics in individual cases in the sense of Article 443 paragraph 1 BGB, RDB is liable as follows:
 - a) RDB is entitled in any case to choose between elimination of the deficiency or re-delivery. If the Purchaser wishes to demand compensation for damages instead of performance or carry out a self-remedy, failure of reworking is only accepted after the second unsuccessful attempt.
 - b) The Purchaser has to comply with his incumbent contractual obligations, in particular the agreed terms of payment. If a defect is notified, payments of the Purchaser may be detained to an extent, which is in a suitable relationship to the deficiencies which have occurred.
 - c) For the elimination of deficiencies, the Purchaser has to grant RDB according to equitable discretion the time and opportunity necessary. If this is refused, RDB shall be freed of its deficiency liability. If RDB allows a set and appropriate extension date to expire without eliminating the deficiency, the Purchaser can demand a cancellation of the contract or a reduction of compensation (reduction).
 - d) The right of the purchaser to make claims for deficiencies, shall lapse in all cases from the point in time of the reprimand after twelve months. The statutes of limitation for goods which according to their conventional usage have been employed in a building and have caused it to become defective, shall remain unaffected. Rectification or replacement deliveries shall not allow the statutes of limitation to begin from anew.
2. RDB is not liable for the deterioration or downfall or incorrect handling of goods after the passing of risks.

3. The restrictions of Article 12 shall apply for warranty claims accordingly.

Article 12 General limitations of liability

1. RDB is liable without restriction:
 - 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) Apart from that RDB is only liable in cases of simple negligence for breach of elementary contractual duties and restricted to the typically foreseeable loss. Elementary contractual duties in the sense of this Article 12 are contractual duties whose fulfilment is the basis for 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 to the contract agree that the typically foreseeable loss 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 provided for in the above points is – regardless of the legal nature of the claim made – precluded.
4. The aforesaid liability regulations also apply to the personal liability of employees, representatives and agents of RDB.
5. The Purchaser shall relieve RDB of any liability resulting from claims filed by third parties in connection with the nature or quality of the delivery or service rendered by the Purchaser.

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 authorities 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 sustainably 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 Purchaser, RDB is entitled to withdraw from the contract, without the need to set a corresponding deadline.

Article 14 Force majeure

1. In the case of delayed deliveries and delays in performance due to force majeure and due to events, which considerably hinder RDB in its performance or make this impossible – this includes in particular industrial actions, court orders from the authorities, transport delays, machine breakdowns and other circumstances for which RDB is not responsible, even when they also arise with a supplier or sub-supplier of RDB – RDB is not responsible for them, even in connection with binding agreed deadlines and dates. These circumstances entitle RDB at its sole discretion to postpone the delivery and/or the performance by the period of duration of the obstacle in addition to a reasonable lead time or entirely or partially to withdraw from the contract due to the non-fulfilment of that part. RDB can only then invoke the above described circumstances when the Purchaser has been immediately notified about these events.
2. If the obstacle in the sense of paragraph 1 lasts longer than 3 months, the Purchaser is entitled to withdraw from the contract after setting a reasonable period of grace with regard to the obstacle of the part which is not yet fulfilled.
3. If the delivery or performance time is prolonged, or if RDB is freed of its delivery or performance obligation, the Purchaser is not able to deduce any claims for damage from this.

Article 15 Legal succession / Change of control / Subcontractors

1. RDB is entitled to transfer the respective agreement without special approval by the Purchaser 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 Purchaser 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 16 Verification/waste legislation requirements

1. The Purchaser supports RDB in any necessary verification about the whereabouts of the materials delivered by RDB and shall provide RDB with the necessary documents upon request.
2. Insofar as cross-border transactions are freed of value-added tax or simplified regulations apply, the Purchaser is obligated to present RDB the necessary verifications upon request. Any taxes or tax-related ancillary costs (e.g. interest, late payment fines), which arise for RDB from a violation of these obligations to cooperate, shall be borne by the Purchaser.
3. Insofar as the Purchaser shall perform services, which are subject to the fulfilment of waste legislation requirements (e.g. transport, recycling or disposal), the Purchase is obligated to observe the respectively valid legal provisions, in particular the regulations of the recycling and waste disposal legislation, the corresponding non-legally binding regulatory regulations and the state waste disposal laws as well as any official decrees.

Article 17 Secrecy

1. The Purchaser is obligated to treat all not obvious commercial and technical information and knowledge that becomes known from the business relationship between RDB and the Purchaser 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 Purchaser may only advertise the mutual business relationship after receiving the prior written consent of RDB.

Article 18 Assignment, Offsetting, Rights of retention

1. The parties are entitled to assign their claims against arising from the business relationship, provided that the Purchaser requires the prior written consent of RDB.
2. The Purchaser 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 19 Final provisions

1. Should one or more provision of these GTS Raw Materials be or should become ineffective or unenforceable, this shall not affect the validity of the remainder of these GTS Raw Materials.
2. Amendments to this GTS Raw Materials will be made known to the Purchaser in writing or by email and are considered as approved if the Purchaser does not object to the amended GTS Raw Materials within six weeks after announcement in writing or by email. The Purchaser 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 GTS 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.