

GENERAL TERMS AND CONDITIONS OF BUSINESS

of

SAUBERMACHER DIENSTLEISTUNGS AG

hereinafter referred to in brief as "SAUBERMACHER"

Valid from 1.9.2015

1. Scope of validity:

1.1. These General Terms and Conditions of Business of SAUBERMACHER are valid, unless otherwise explicitly agreed in writing, solely and also for all future business relationships, even if they are not explicitly referred to.

1.2. Contrary terms and conditions (of business) of the contractual partners of SAUBERMACHER that deviate from these General Terms and Conditions of Business also do not apply if SAUBERMACHER does not explicitly contradict such deviating terms and conditions (of business). In this sense, in particular also contract fulfilment actions by SAUBERMACHER are also not deemed to be consent to these terms and conditions (of business) of the contractual partners of SAUBERMACHER that deviate from these General Terms and Conditions of Business.

1.3. Side agreements, supplements or amendments to these General Terms and Conditions of Business must be made in writing.

1.4. All terms and definitions used in these General Terms and Conditions of Business are oriented to the relevant Austrian laws in their respectively valid version, in particular according to the last valid version of the 2002 Waste Management Act, Federal Law Gazette (BGBl.) I 2002/102.

2. Offer and acceptance:

2.1. Offers from SAUBERMACHER are subject to print errors and other errors.

2.2. Offers from SAUBERMACHER which are made via a standardised electronic system come into effect through written acceptance of the offer by the Client. However, SAUBERMACHER is entitled to also have a verbal or implied acceptance of the contract apply in individual cases.

2.3. Non-standardised (project) transactions do not come into force until after written confirmation of the order by SAUBERMACHER. SAUBERMACHER, however, is entitled to also have a verbal or implied acceptance of the contract apply in individual cases.

2.4. Signatures on delivery note and/or accompanying documents are deemed to be acceptance of an offer in all cases.

2.5. SAUBERMACHER is not obligated to check the power of representation of the respective signatory but instead may assume the lawfulness of the latter's power of authority.

2.6. In the event of an order being awarded, the Client must notify SAUBERMACHER of all risks known to it (mechanical, electrical, chemical, etc.) in his/her sphere and which could affect SAUBERMACHER in direct association with the order.

3. Cost quotes, cost estimates, exceeding of costs, changes to order and additional orders:

3.1. Cost quotes and cost estimates will be drawn up by SAUBERMACHER to the best of specialist knowledge. However, SAUBERMACHER does not provide any guarantee for the correctness and the completeness of cost quotes.

3.2. Cost quotes drawn up by SAUBERMACHER are for a fee, unless otherwise agreed.

3.3. If, after award of contract, cost increases of up to 15% of the quoted or estimated total price should arise, consent from the contractual partner is not necessary and SAUBERMACHER is entitled to automatically invoice these additional costs to the contractual partner. In the case of cost increases of more than 15% of the quoted total price, the contractual partner is to be informed by SAUBERMACHER about this circumstance immediately. If SAUBERMACHER receives a letter or a verbal notification from the contractual partner within three days from notification of the contractual partner about such cost increases and in this letter the contractual partner declares that he or she is not in agreement with the announced cost increase, SAUBERMACHER is entitled to withdraw from the contract. In this case, the contractual partner is obligated to reimburse SAUBERMACHER for the costs it has actually incurred in full. If SAUBERMACHER does not receive a letter or a verbal notification from the contractual partner in which the contractual partner declares that he or she is not in agreement with the announced cost increase within three days from notification of the contractual partner about the cost increase, the costs increases notified to the contractual partner are deemed to be approved.

3.4. A price quoted or estimated after inspection and/or sampling by SAUBERMACHER is binding in the respect that volume and quality of the samples correspond to the actual quantity and quality of the material. If the volumes or qualities of the material change during an ongoing contract, a price adjustment in accordance with the actual additional costs is possible at any time.

3.5. Amendments to orders or additional orders can be automatically invoiced by SAUBERMACHER at appropriate prices.

4. Containers and other equipment, installation/consent, ensuring the safety of the premises:

4.1. The receptacles provided by SAUBERMACHER (bins, containers, etc.) and other equipment remain the latter's property. No liability will be assumed on the part of SAUBERMACHER for the purity and impermeability of the containers. The user is liable for damage caused by improper use of the containers provided and for the costs of repair or procuring new ones of these.

4.2. If the provision of the waste is done in containers belonging to the contractual partner or a third party, they must be designed according to the statutory requirements. If they are containers pursuant to Section 2 of the Packaging Ordinance (VerpackVO), the contractual partner must ensure beforehand the licensing and/or release of these containers and indemnify SAUBERMACHER against all claims in this regard. SAUBERMACHER is entitled to place own stickers on these containers.

4.3. The place of installation for skips and other containers is to be notified by the Client. Access to the place of installation must be suitable and permitted for driving vehicles with a total weight of over 7.5 to. The place of installation must facilitate easy installation and collection of skips and emptying of containers. If this is not guaranteed, the Client has to pay all additional costs that are caused by the delay or hindrance or SAUBERMACHER reserves the right to withdraw from the contract.

4.4. The securing pursuant to regulations of the skips and containers deposited, in particular when using the road or the edge of the road (ensuring the safety of the premises) is the responsibility of the Client. Skips and other containers without covers are to be protected by the Client against weather-related influences (such as e.g. rainwater).

4.5. The Client is obligated to obtain at his/her own cost the consent from the landowner and when using public land the consent of the respective authority in a timely manner before installing skips and other containers.

5. Ownership:

5.1. The waste taken over are transferred without substitute to the property of SAUBERMACHER when they are placed in the containers provided, unless otherwise stipulated by statutory and/or contractual provisions.

5.2. In the case of trade with waste, the ownership is transferred immediately to the party taking over the waste with the handover of the material.

5.3. In the case of purchase or sale of goods and used substances, ownership is transferred with the handover of the goods and settlement of the purchase price unless otherwise stipulated by statutory and/or contractual provisions.

5.4. SAUBERMACHER does not acquire ownership of waste for which SAUBERMACHER does not have any permission to collect (in particular radioactive or explosive substances).

6. Prices:

6.1. All prices named by SAUBERMACHER or agreed with SAUBERMACHER for services to be provided by SAUBERMACHER correspond to the respectively current calculation situation and are fundamentally inclusive of all taxes, fees and levies, location fee, road pricing, etc. existing at the time of the notification by SAUBERMACHER or when the contract is excluded, but exclusive of statutory VAT and exclusive of any disused hazardous site levy (in brief: "Alsag"), unless otherwise agreed.

6.2. SAUBERMACHER is entitled to increase the agreed prices in the event of changes that it cannot influence with regard to the cost bases for its calculation, particularly with a change in the wage costs due to collective bargaining agreements or due to inner-company agreements or in the event of change to other costs associated with the provision of the service, such as for materials, energy, transport, third-party work, utilisation costs for waste, financing, etc. or fees, taxes and levies such as disused hazardous size levy, location fee, road pricing, etc. in the extent of these changes.

6.3. In addition, the stable value of the receivables of SAUBERMACHER vis-à-vis the contractual partner is agreed. The consumer price index

published every month by Statistics Austria pursuant to the Consumer Protection Act or an index that replaces it or another comparable index will be used as the benchmarking for calculating the stable value. The calculation basis for the respective contract is the index figure published for the month when the contract is concluded. If no additional claim resulting from such a change in index is filed by SAUBERMACHER, this does not constitute any conclusive waiver of the indexation. The claims resulting from the indexation become time-barred in three years.

6.4. Any proceeds from used substances are explicitly bound to the respective index to be used and can therefore be adjusted on a monthly basis by SAUBERMACHER. The calculation basis for the respective contract is the index figure published for the month when the contract is concluded, and subsequently the previous month. If no additional or reduced claim resulting from such a change in index is filed by SAUBERMACHER, this does not constitute any conclusive waiver of the indexation. The claims resulting from the indexation become time-barred in three years.

6.5. SAUBERMACHER is entitled to charge a handling fee of EUR 25 for the subsequent correction of the invoice address or other fundamental client data (e.g. company name).

7. Payment:

7.1. Invoicing will be directly after the service has been done, based on the delivery notes, weighing rail, records of hours worked or other records kept by SAUBERMACHER. The signing of the delivery note by the Client or its authorised agent does not constitute any requirement for the binding nature, in particular if signing within a reasonable period of time (e.g. due to the absence of an authorised signatory, company holiday) was not possible or reasonable.

7.2. The contractual partner gives his or her revocable consent to the invoice being sent in the electronic formats .doc, .rtf, .pdf or .xml by e-mail, as an e-mail attachment, as a web download, as an SMS, as an MMS and also by fax to the communication data notified by the contractual partner (e-mail address, telephone number, fax number). As the recipient of the invoice, the contractual partner has to ensure that electronic invoices can be delivered in an orderly manner and that technical equipment such as filter programs and firewalls are adapted accordingly. The contractual partner must notify his or her communication data and any change thereto immediately in writing. Deliveries of invoices to the communication addresses last notified by the contractual partner are deemed to have been received.

7.3. Invoices are due net for payment within 14 days from date of invoice. Payments are to be made by cash payment or by bank transfers to the account of SAUBERMACHER. SAUBERMACHER does not accept payment by cheque.

The payment is deemed to be made in a timely manner when the owed amount is available on the account of SAUBERMACHER on the last day of the payment deadline. Fees for transfer will not be paid by SAUBERMACHER.

7.4. Any discounts granted by SAUBERMACHER to the contractual partner are subject to the condition precedent of timely and full payment. A payment discount must be explicitly agreed in writing. Payment discounts lapse if the owed amount is not definitively available on the account of SAUBERMACHER on the last day of the agreed payment discount period. In the event of a payment discount being deducted contrary to agreement, in particular in the event of impermissible or non-timely deduction of a payment discount, SAUBERMACHER is entitled to the claims arising from the payment arrears pursuant to 7.5.

7.5. In the event of arrears in payment, SAUBERMACHER is entitled to charge 12% arrears interest p.a. on a pro rata basis from due date. SAUBERMACHER is entitled to request a flat-rate amount of 40 EURO from the contractual partner as compensation for any collection costs. Further costs arising from collection and recovery measure are to be reimbursed to the contractor, in application of Section 1333 par. 2 of the Austrian Civil Code (ABGB).

Any delay in payment entitles SAUBERMACHER to withdraw from the contract and to refuse to take over the waste further, to withdraw the waste containers provided immediately and/or to return the waste taken over. All resulting costs (e.g. transport, storage and handling costs) are to be reimbursed by the contractual partner.

7.6. Payments made to SAUBERMACHER are to be offset, without consideration of specification otherwise by the contractual partner, firstly against costs, then against interest and then on the respectively oldest due receivable of SAUBERMACHER.

7.7. The contractual partner of SAUBERMACHER is not entitled to retain payments due to non-orderly fulfilment by SAUBERMACHER in full, but only with regard to an appropriate part. If SAUBERMACHER offers the contractual partner an appropriate security, this right to partial retention or refusal of payment also lapses.

7.8. The contractual partner is not in any way entitled to refuse payments due to non-signing of the delivery note, in particular if signing was not possible or reasonable within a reasonable period of time (e.g. due to the absence of an authorised signatory, company holiday).

7.9. An offsetting by the contractual partner with counterclaims of any kind is excluded unless these counterclaims are legally established in a court of law and have been explicitly recognised by SAUBERMACHER in writing.

7.10. If there are substantiated doubt in the ability to pay or credit standing of a contractual partner, SAUBERMACHER is entitled, at any time and also in deviation from the agreed terms and conditions of payment, to demand payment in advance, cash payment, cash on delivery or other securities, to revoke payment deadlines granted and to make outstanding payments due immediately. If the contractual partner refuses to make payment in advance, etc., SAUBERMACHER is automatically entitled to withdraw from the contract, without the contractual partner incurring any claims for compensation against SAUBERMACHER. In this case, the contractual partner is obligated to reimburse SAUBERMACHER for the costs actually incurred by it in full.

7.11. Claims against SAUBERMACHER may not be assigned to third parties without prior written consent from SAUBERMACHER.

8. Taking over of the waste

8.1. SAUBERMACHER only takes over waste, hazardous waste, used substances, etc. that do not contain any radioactive or explosive substances. Used oils taken over may not contain any toxic, caustic and/or corrosive substances. The party handing over the waste is responsible for the correct classification of the waste and is liable for all damage that SAUBERMACHER or third parties incur as a result of wrong and/or insufficient labelling or classification and/or allocation of the waste, hazardous waste, used oils or used substances. In cases of doubt, the definitive allocation to one of the waste groups listed according to the Austrian standard Ö-Norm S 2100 and the regulation regarding the definition of hazardous waste in the respectively valid versions is done after a laboratory analysis conducted by SAUBERMACHER at the Client's costs. The result of the analysis conducted is binding for both sides.

8.2. As a general principle, all waste is to be handed over by the Client to SAUBERMACHER in technically faultless containers specified by law including the corresponding documentation (e.g. delivery note, records of quantities, waste classification, etc.). If the documentation is not appropriate, the acceptance can be refused by SAUBERMACHER.

8.3. SAUBERMACHER can request from the Client that radioactive or explosive substances or used oils that contain toxic, caustic and/or corrosive substances and/or exceed applicable threshold values pursuant to legal standards are collected again. In the event of refusal to take back and/or in the event of risk in delay, SAUBERMACHER can initiate removal or utilisation. The associated damage and the costs of sorting, interim storage and substitution will be paid for in full by the Client.

8.4. If SAUBERMACHER, for whatever reason, loses the entitlement to collect, treat or utilise individual substances, it is entitled to refuse to take over these substances.

8.5. In the event of delivery of incorrectly marked waste, the party handing over the waste must pay for the costs of sorting, interim storage, handling and substitution.

8.6. If there are doubts with regard to the correct labelling of the waste, SAUBERMACHER is entitled to have the waste that has been delivered or provided examined at the Client's cost. The result is binding for the disposal and cost settlement. The weighing by SAUBERMACHER or a third-party organisation named by it is decisive for the determination of the volume of waste. A classification in a price group by SAUBERMACHER based on specimens and samples sent in is always non-binding. The disposal costs will be calculated on the basis of the gross weight. If the taking over of waste, hazardous waste and old oils is done in barrels or other containers, the disposal costs are calculated on the basis of the gross weight including barrels or containers. Binding offers can only be submitted after samples conducted by SAUBERMACHER itself.

9. Collection and own delivery:

9.1. In the event of an agreed collection by SAUBERMACHER, this is done by lorry, tanker, suction tanker, wagon or tank wagon. Here,

SAUBERMACHER is free to decide to carry out the collection itself or to have this done by a third party.

9.2. The waste, hazardous waste or used oils to be collected must comply with the requirements of 4.2 and be easily accessible. If hazardous goods pursuant to the ADR, GGBG (Law on the Transport of Hazardous Goods) and/or RID are involved, they must comply with the respective packaging regulations.

9.3. Additional costs for waiting and standing costs on collection, takeover or unloading of the waste, as well as the costs for empty trips initiated by the Client are to be paid by the latter.

9.4. An own delivery by the Client is only possible after prior consent and agreement of an appointment with SAUBERMACHER. The waste delivered must comply with the respectively valid statutory provisions with regard to transport and packaging. Unsuitable and/or damaged containers will not be taken over by SAUBERMACHER. Unsuitable and/or non-airtight package will be exchanged by SAUBERMACHER in return for suitable packaging at the Client's costs. These costs incorporate management times, new packaging and disposal of the unsuitable/non-airtight packaging.

10. Warranty and compensation:

10.1. The Client is liable alone for the consequences and damage that have arisen or arise as the result of unsuitable containers and/or missing, illegible or incorrect labelling and by the bringing in of wrong waste.

10.2. The contractual partner is liable for damage that is caused by loss or improper handling/use of the waste containers, in particular through the exceeding of the maximum permissible overall weight of the waste container or through improper or non-agreed installation of the waste container such as the non-agreed installation on public ground or breach of the obligation to ensure the safety of the premises. The contractual partner must indemnify SAUBERMACHER and hold it harmless with regard to any claims made.

10.3. The contractual partner of SAUBERMACHER is obligated to immediately check the services provided by SAUBERMACHER and must notify SAUBERMACHER in writing of any defects within three days from the provision of the service, giving precise specification of the defect; otherwise, all warranty, compensation and other claims of the contractual partner will expire.

10.4. At any rate, SAUBERMACHER is entitled to correct any defects at choice by improvement or replacement within an appropriate period of time. A claim to price reduction is excluded in these cases. In the event of correction of the defect by SAUBERMACHER, no extension to the warranty period will occur.

10.5. If the contractual partner corrects a fault within the warranty period (which is agreed to be 6 months), SAUBERMACHER will only pay for the costs incurred if SAUBERMACHER has agreed to this improvement by the contractual partner explicitly beforehand and in writing.

10.6. SAUBERMACHER is not liable for damage that occurs as the result of usage-related wear, incorrect use or circumstances that are outside of the normal operating conditions.

10.7. Complaints, objections and claims for compensation arising from any damage caused by containers or vehicles of SAUBERMACHER must be filed within 8 days, otherwise they are deemed to have expired and lapsed.

10.8. SAUBERMACHER does not assume any liability for any delays in deadlines when carrying out the contract or delayed collections. The customer declares that it explicitly consents to not filing any compensation claims against SAUBERMACHER in this context.

10.9. The filing of claims against SAUBERMACHER arising from the title of compensation is excluded in cases of slight negligence. The contractual partner must prove the existence of gross negligence. Claims for compensation become time-barred at any rate after the expiry of a year after the provision of the service or delivery by SAUBERMACHER.

11. Removal, utilisation:

SAUBERMACHER reserves the right to treat and/or utilise waste taken over or parts thereof instead of removing it.

12. Consent to advertising (newsletters)

The contractual partner gives consent, which can be revoked at any time, to be informed about products, services and other company-related information by telephone or by the sending of e-mails, in particular newsletters, of SAUBERMACHER. The contractual partner may revoke its consent to receive such e-mails or promotional calls at any time as follows: return of the e-mail to the sender address with the note "No more advertising e-mails please" or "No more

calls for advertising purposes please" or by phoning to state that advertising calls are not wanted.

13. Data protection

13.1. SAUBERMACHER processes personal details to handle orders, to maintain customer relationships and for advertising. The provisions of the data protection declaration apply with regard to data protection; these can be found at <http://www.saubermacher.at/de/impresum/#datenschutz> (in German).

13.2. For the purpose of checking credit rating and collection handling, application data, address data, payment experience data regarding compliance with payment deadlines and payment experience data regarding undisputed receivables unpaid after they have become due will be communicated to CRIF GmbH, Diefenbachgasse 35, 1150 Vienna for lawful use pursuant to its business licence according to Sections 151 – 153 of the 1994 Trade Code.

14. ISCC-EU self-declaration

When disposing of waste food fats, the Client accepts the provisions of the ISCC-EU system. By accepting the offer, the self-declaration for the ISCC-EU system, to be found at www.saubermacher.at/en/legal_notice/#terms-conditions-certificates, (in German) becomes a valid component of this contract for the term of the contract. If the self-declaration is not revoked 14 days before the expiry of each calendar year, the self-declaration is deemed to be confirmed for the following year.

15. Consumer transactions:

If a consumer transaction exists pursuant to Section 1 par. 1 of the Consumer Protection Act (KSchG) and if mandatory provisions of this federal law conflict with the validity of individual provisions of these General Terms and Conditions of Business, it is deemed to be agreed that the mandatory provisions of the KSchG in this regard will replace the corresponding provisions of the General Terms and Conditions of Business. All other provisions of these General Terms and Conditions of Business, however, remain in force in full.

16. Final provisions:

16.1. If a provision or a part of a provision of these General Terms and Conditions of Business should be or become invalid, this shall not affect the validity of the rest of these General Terms and Conditions of Business. In this case, the respective contractual partner is obligated, in written agreement with SAUBERMACHER, to replace the invalid provision by a provision that comes closest to the purpose commercially pursued with the invalid provision and which is permissible under the law.

16.1. Austrian material and formal law is to be applied to all contracts between SAUBERMACHER and customers.

16.1. The jurisdiction of the materially responsible court in Graz is agreed for all disputes between SAUBERMACHER and contractual partners.