

General Terms and Conditions of Currenta GmbH & Co. OHG*

A. General Section: Provisions for all contracts

1. Scope of validity, exclusion of conflicting terms and conditions

1. The following provisions of Sections A and B of these General Terms and Conditions of Currenta GmbH & Co. OHG (hereinafter: "Contractor") only apply towards negotiating and contractual partners (hereinafter: "Principals") that are business owners, legal entities under public law or special funds under public law. Towards these Principals, the present General Terms and Conditions, as amended from time to time, apply to all – including future – offers, contractual relationships, deliveries and other services provided by the Contractor to the Principal. They form an integral part of all contracts concluded by the Contractor, as service provider, with the Principal (hereinafter: "Contract"), with the exception of contracts for the sale of technical assets or scrap, that are no longer in use, to which separate General Conditions of Sale and Delivery of the Contractor shall apply instead. The provisions of this Section A are applicable to all the aforementioned contracts to which these General Terms and Conditions apply. For certain contract types, provisions of Section B are also applicable in addition to the provisions of this Section A (see Section B).

2. Any conflicting or deviating terms or conditions of the Principal shall not be accepted even if the Contractor performs a Contract without expressly objecting to such deviating terms, unless the Contractor has expressly consented thereto in the case at hand.

2. Offers, conclusion of contract, dependence on supplier deliveries, right of withdrawal in the event of non-availability

1. Where Contractor's offers are designated as non-binding, it shall be incumbent on the Principal to issue a corresponding binding contract offer (such as in the form of a purchase order or instruction) that can then be accepted by the Contractor.

2. Technical specifications (such as those pertaining to dimensions, weights, quantities or types), timelines for performing the work or service and offer-related documents (such as illustrations and drawings), including those contained in the Contractor's binding offers, shall constitute approximations only unless they are expressly denoted as binding in the specific case at hand.

3. If the contract offer is instigated by the Principal (see, for example, Section A. 2.1.), the Contractor may accept this offer within three weeks of receiving it. However, if the Principal has specified a longer acceptance period, this longer period shall apply.

4. The Contract shall only be deemed concluded when the Principal has issued an acceptance of the Contractor's binding offer in written form within the applicable acceptance period. If the contract offer is instigated by the Principal, the Contract shall only be deemed concluded when the Contractor has accepted the Principal's purchase order or instruction within the acceptance period and confirmed it in written form. The Contractor need not provide such written form confirmation if this was not to be expected in the given circumstances or the Principal has waived its right to receive such written form confirmation.

5. The contacts identified by the Principal to the Contractor shall be deemed authorized to represent the Principal (particularly with respect to the issuance of any declarations relevant to the Contract and with respect to all consultation processes involved in performing the Contract). Any limitations on this right of representation must be communicated by the Principal in text form in a timely manner.

6. Where performance of the work or services is dependent on the supply of goods or services to the Contractor by third parties, the Contractor's agreed performance deadlines are subject to punctual deliveries to the Contractor by its suppliers.

7. If, subsequent to conclusion of the Contract, it becomes apparent that the Contractor cannot render the contractually agreed service because the Contractor is unable to obtain goods, third-party services or capacities (such as with respect to the collection of solid waste or wastewater), the Contractor shall be entitled to withdraw from the Contract. In this event the Contractor shall be obligated to immediately notify the Principal of the non-availability of the service and to immediately repay to the Principal any consideration already received in respect thereof.

3. Principal's obligations

The Principal is obligated to provide the Contractor, on an unsolicited basis and in a timely manner, with all of the documents (e.g. plans, calculations, test sheets etc.), data, figures and other information

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needed to perform the work or services. The Contractor shall be entitled to presume, when performing the Contract, that these materials are accurate and complete unless it has been expressly agreed that they be checked by the Contractor.

4. Service provision, minimum wage

1. The Contractor agrees to perform the work or services agreed upon on the basis of generally accepted engineering standards and its own knowledge and experience. The Contractor shall notify the Principal immediately if it becomes apparent that, for reasons beyond the Contractor's control, the work or services cannot be performed or the technological, manpower and/or other time-related or financial requirements for their performance will be considerably different than originally anticipated. The contracting parties shall then decide whether the work or service shall continue to be performed and, if so, to what extent and at what cost. If they cannot reach an agreement in this regard, either party shall have the right to terminate the Contract without notice by issuing a declaration in written form to this effect.

2. The Contractor reserves the right to use subcontractors to perform its obligations. The Principal may object to the use of a particular subcontractor for good cause.

3. The Contractor warrants that employees participating in the performance of the Contract and provision of the service for the Principal will be paid for their work in the Federal Republic of Germany at least the applicable legal minimum wage. The Contractor warrants that it will comply with, in particular, the requirements of the Minimum Wage Act ("Mindestlohngesetz"), including documentation and reporting requirements, and – where applicable – the Employee Leasing Act ("Arbeitnehmer-Überlassungsgesetz") and the Employee Secondment Act ("Arbeitnehmer-Entsendegesetz") and that it will obligate any subcontractors or employee leasing companies to do the same.

5. Remuneration

1. The Contractor's prices are quoted exclusive of value-added tax, which is payable at the applicable statutory rate.

2. The Contractor shall be entitled to request installment payments for work or services already performed in accordance with the actual expenses incurred.

6. Invoicing, payment transactions, offsetting, rights of retention, assignment

1. The invoice amounts are payable without deduction within 14 calendar days of the invoice date. Invoices are deemed to have been received within three days following the invoice date at the most recent billing address provided by the Principal. The Principal retains the right to prove later receipt. If the Principal receives the invoice later than 10 days after the invoice date, it shall be payable within 3 days of receipt in derogation from sentence 1.

2. If the Principal is in arrears with payments, the Contractor shall be entitled to charge default interest at the statutory rate or 9 percentage points above the base interest rate, whichever is the higher rate.

3. The Contractor reserves the right to apply payments towards the oldest invoice items plus the default interest and costs accrued thereon in the following order: costs, interest, principal claim. The Principal shall not be entitled to demand that payments be made in a different order.

4. The Principal shall only be entitled to offset counterclaims against Contractor's claims under the contract to which these General Terms and Conditions apply if such counterclaims (arising from the same or a different contractual relationship) are uncontested, established in law or ready for court decision. The Principal shall not be entitled to offset its own claims under the contract to which these General Terms and Conditions apply against Contractor's claims arising from a different contractual relationship unless the Principal's own claims are uncontested, established in law or ready for court decision.

5. The Principal shall not be entitled to assert a right of retention against Contractor's claims under the contract to which these General Terms and Conditions apply on the basis of the Principal's own claims against the Contractor arising from a different contractual relationship. The Principal shall not be entitled to assert a right of retention against Contractor's claims arising from a different contractual relationship on the basis of the Principal's own claims under the contract to which these General Terms and Conditions apply.

6. The Contractor shall be entitled to assign its claims against the Principal to third parties. The Principal shall not be entitled to assign its claims against the Contractor to third parties except with the prior

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* The English version of the General Terms and Conditions of Currenta GmbH & Co. OHG is a convenient translation. Only the German version shall be binding.

consent of the Contractor. The Contractor shall not refuse its consent without reason if the Principal has a legitimate interest in such assignment and explains the nature of this interest.

7. Force majeure, impediments to performance

Force majeure of any kind, unforeseeable production, traffic or shipping disruptions, fire, explosion, natural disasters, flooding or low water levels, unforeseeable labor, energy, raw material or supply shortages, strikes, lockouts, war, political unrest, acts of terrorism, official decrees or any other hindrances beyond the Contractor's control that delay or prevent work or service provision, shipment or acceptance or make work or service provision, shipment or acceptance unreasonably difficult shall release the Contractor from its service provision obligation for the duration of such hindrance and in line with the extent thereof. If in the opinion of both parties it can be assumed with certainty that binding deadlines will be exceeded by more than four weeks as a result of the disruption and such disruption is not negligible, either party shall be entitled to wholly or partly withdraw from the Contract. However, if the Contractor has already performed part of the work or service, the Principal can only withdraw from the entire Contract if it has no interest in the partial performance thereof.

8. Place of performance/shipping

The contractually agreed work or services shall be performed "ex works" (Incoterms 2010) unless otherwise expressly agreed in written form.

9. Reservation of title

1. Where the Contractor owes transfer of title to a delivery item (reserved item), title shall not be transferred to the Principal until the Principal has paid the Contractor the full amount agreed upon for the delivery, including all ancillary costs for freight, etc. If the reserved item is intended for commercial resale by the Principal, the Principal shall be entitled to resell the item to its customer in the ordinary course of business. With respect to such a resale, the Principal hereby assigns to the Contractor, and the Contractor hereby accepts, as security, all of the Principal's future claims, including subsidiary claims, against its customer as consideration for the resale of the reserved item. If the Principal is in arrears with respect to its payment obligation towards the Contractor for the reserved item, the Contractor shall be entitled to collect on the claims so assigned on its own behalf.
2. If the reserved item is not resold, the Principal is obligated to hold the reserved item in safe-keeping for the Contractor, to service and repair the item as needed at its own expense, and to insure the item at its own expense against loss and damage at a level of coverage expected of a prudent businessman, for as long as the Principal reserves title to the item. In the event the reserved item is lost or damaged, the Principal agrees to assign its claims under insurance policies to the Contractor.
3. Any processing of the reserved item as defined by Article 950 of the German Civil Code shall inure to the benefit of the Contractor.
4. The parties hereby agree that, in the event the reserved item is combined or inseparably mixed as defined by Article 947 or 948 of the German Civil Code with other items not belonging to the Contractor in such a way that one of the other items is then to be considered the main item, the Principal shall transfer to the Contractor a proportionate co-ownership interest in the new item or the totality of the mixed items in the ratio of the value of the reserved item to that of the new item formed by the combination or the totality of the mixed items and shall maintain such co-ownership interest on behalf of the Contractor. The Parties hereby agree upon such transfer of title.

10. Time limit for notification of defects

Obvious defects in work or services performed under a purchase agreement or performance contract must be notified to the Contractor in text form immediately or at the latest within 10 working days after the work or service is performed (or, where an acceptance is carried out, within 10 working days of acceptance). Such notification shall be accompanied by an exact description of the defect. Non-obvious defects must be notified in text form as soon as they are discovered or at the latest within the limitation periods governing warranty claims. If the Principal fails to provide notification of a defect within the time limit, the work or service shall be deemed approved.

11. Warranty for defects

1. In the event of a work or service defect or a defect in a purchased item, the Principal's claim against the Contractor shall in principle be limited to rectification of the defect, and further warranty claims shall be excluded. If rectification fails, however, the Principal expressly retains the right to reduce the consideration or, at its discretion – except where the claim relates to construction work – to withdraw from the Contract provided that the legal conditions for reducing the consideration or withdrawing from the Contract are met. The above provisions of this Section A. 11.1 shall not apply if the Contractor has vi-

olated a quality guarantee it had assumed or has fraudulently concealed the defect; in these cases the statutory provisions shall apply.

2. The Contractor shall be entitled to at least two attempts at rectifying the defect before rectification may be deemed to have failed. This shall not apply if, in the case at hand, the Principal cannot reasonably be expected to allow two attempts at rectification.
 3. The Contractor shall have the right to choose between multiple possible and reasonable forms of rectification (in particular between remedying the defect and re-performing the work or service or re-supplying the item).
 4. The provisions of this Section A. 11.1 shall not apply to the Principal's claims for loss or damages or the reimbursement of expenses arising from defects; in these cases the provisions of Section A. 12 shall apply instead.
 5. Components that the Contractor removes in the course of remedying a defect and replaces with other components shall become the property of the Contractor.
 6. The Contractor's remedying of defects, including the installation of replacement components, shall take place solely in fulfillment of the warranty obligations for the original work or service. Without prejudice to the Principal's warranty rights regarding the original work or service, any defects in the rectification measures themselves (including defects in the aforementioned replacement components) shall therefore not give rise to any warranty rights with respect to these rectification measures, nor shall any defects therein initiate a new warranty period.
- #### **12. Liability exclusions and limitations on claims for loss or damages and expense reimbursement**
1. The Contractor shall not be held liable for loss or damage (including expenses) suffered by the Principal as a result of the Contractor's simple (minor) negligence or that of its governance bodies, representatives, employees, subcontractors, performing agents or vicarious agents, except in the case of claims arising from the violation of fundamental contractual obligations, those being obligations that must be fulfilled to enable proper performance of the Contract and on whose fulfillment the Principal may therefore normally rely (hereinafter: cardinal obligations).
 2. The Contractor shall not be held liable for unforeseeable loss or damage (including expenses) resulting from the Contractor's simple negligence or that of its governance bodies, representatives, employees, subcontractors, performing agents or vicarious agents.
 3. In the event of a violation of cardinal obligations as defined by Section A. 12.1, sentence 1 resulting from the Contractor's simple (minor) negligence or that of its governance bodies, representatives, employees, subcontractors, performing agents or vicarious agents, the Contractor's liability in respect of all contractual, extracontractual or other loss, damage or expense reimbursement claims, regardless of their legal status, shall be limited to the foreseeable loss, damage or expense typical of the respective Contract. The reimbursable loss, damage or expense typical of the respective Contract shall be limited to a total of Euro 2,000,000.00 (in words: two million euros) per claim and a total of Euro 6,000,000.00 (in words: six million euros) per calendar year for one and the same Principal.
 4. The aforementioned liability exclusions or limitations according to Section A. 12.1 to 12.3 do not apply to any claims relating to loss of life, personal injury or damage to health or to claims arising under the Product Liability Act ("Produkthaftungsgesetz"). The aforementioned liability exclusions or limitations also do not apply to claims for loss or damages or the reimbursement of expenses arising from defects if the Contractor has fraudulently concealed the defect or violated a quality guarantee it had assumed.
 5. The Contractor cannot be held responsible for loss or damage arising from any of the circumstances listed in Section A. 7. of these General Terms and Conditions.
 6. The liability exclusions and limitations pursuant to this Section A. 12 shall also apply to any claims of the Principal against the Contractor's governance bodies, representatives, employees, subcontractors, performing agents or vicarious agents under the same cause of action.
 7. Except as expressly agreed otherwise, the Contractor shall not be held liable under the Contract concluded with the Principal towards third parties that are not themselves parties to the Contract. Accordingly, no third party shall be covered by the protection of the Contract unless the parties to the Contract have expressly agreed otherwise.
- #### **13. Grace period**
- In the case of a grace period is to be set due to default in performance, the Principal shall grant a reasonable grace period that also takes into account the time required by the Contractor to obtain the necessary goods or services from third parties in order to perform the Contract.

14. Guarantees

Any guarantee that may be agreed upon shall be set forth in written form and shall only be effective if it describes in sufficient detail the substance of the guarantee and the duration and geographical scope of guarantee protection and is expressly designated as a "guarantee."

15. Limitation periods

1. Claims against the Contractor for defects (cf. Section A. 11.), with the exception of claims for loss or damages or the reimbursement of expenses, shall be time-barred one year after the start of the statutory limitation period. However, this shortening of the limitation period shall not apply to claims for defects pursuant to Article 438, Paragraph 1, No. 2 or Article 634 a, Paragraph 1, No. 2 of the German Civil Code, nor shall it apply if the Contractor has fraudulently concealed the defect or violated a quality guarantee it had assumed.
2. To the extent the limitation period for claims against the Contractor other than those arising from defects (cf. Section A. 11) is governed by Article 195 of the German Civil Code, it shall be two instead of three years from the start of the statutory limitation period.
3. The aforementioned restrictions on limitation periods shall not apply to claims under the Product Liability Act or to claims for loss or damages or the reimbursement of expenses where such claims arise from intent or gross negligence, relate to loss of life, personal injury or damage to health, or are based on the violation of cardinal obligations as defined by Section A. 12.1, sentence 1. In all of the aforementioned cases the statutory limitation periods shall apply.
4. The restrictions on limitation periods pursuant to this Section A. 15 shall also apply to any claims of the Principal against the Contractor's governance bodies, representatives, employees, subcontractors, performing agents or vicarious agents.
5. It should be noted that the Principal has no claim for loss or damages or the reimbursement of expenses arising from non-fulfillment of the claim to delivery of a defect-free item if the claim to such delivery is time-barred and the Contractor therefore rightfully denies any obligation to fulfill it. It should also be noted that the Principal has no claim for loss or damages or the reimbursement of expenses arising from non-fulfillment of the claim to rectification of an existing defect if the claim to such rectification is time-barred and the Contractor therefore rightfully denies any obligation to fulfill it.

16. Title to documents

1. All documents, or materials/information otherwise made available in tangible form, that the Principal provides to the Contractor in connection with the performance of the Contract and that were the property of the Principal prior to being provided to the Contractor shall remain the sole property of the Principal except as otherwise agreed.
2. All documents, or materials/information otherwise made available in tangible form, that the Contractor provides to the Principal in connection with the performance of the Contract and that were the sole property of the Contractor prior to being provided to the Principal shall remain the sole property of the Contractor except as otherwise agreed.

17. Property rights

1. The Principal is obligated to ensure that the Contractor does not infringe property rights of third parties as a result of its receipt and use of the Principal's materials, such as documents the Principal provides for performance of the Contract, and accordingly shall indemnify the Contractor against all claims arising from any such infringements for which the Principal is responsible. Any royalties or costs incurred in order to avoid such infringements or as a result thereof (such as legal defense costs) shall be borne to the extent necessary by the Principal if the Principal is responsible for the (potential) infringements.
2. The Contractor shall retain the rights to any results and inventions that it does not owe under the Contract but creates in the course of performing the Contract.

18. Applicable law, place of jurisdiction, severability clause

1. German law, excluding the conflict-of-law rules, shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
2. If the Principal is a business owner, legal entity under public law or special fund under public law or has no general place of jurisdiction in Germany, it is agreed that the place of jurisdiction for any disputes arising out of or in connection with the Contract shall be Leverkusen. However, the Contractor shall be entitled, alternatively, to assert its claims at the general place of jurisdiction of the Principal.
3. The agreement on the place of jurisdiction according to Section A. 18.2 shall not apply to legal disputes relating to claims based on non-property rights where such disputes have been assigned to a local court ("Amtsgericht") irrespective of the value of the case or where an exclusive place of jurisdiction is prescribed by law for such disputes.
4. If one or more provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the remaining

provisions of the General Terms and Conditions and/or of the Contract as a whole. The parties undertake to replace any invalid provisions by valid provisions that come as close as possible to fulfilling the economic purpose of the respective invalid provisions. The same shall apply analogously to any gap in these General Terms and Conditions and/or in the Contract.

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B. Special Section: Additional provisions for certain contracts

I. Supplementary terms and conditions for solid waste and wastewater disposal contracts

The following provisions of this Section B. I. shall apply in addition to the provisions of Section A. to Contracts in which the Contractor enters into an obligation towards the Principal to take over and/or to dispose of or treat solid waste or wastewater (hereinafter referred to collectively as "waste"):

1. Principal's obligations

1. The waste must be fully and accurately described and declared in a waste specification. This waste specification must also define the type of packaging and the delivery form. In particular, all of the obligations incumbent upon the Principal under the Recycling and Waste Management Act ("Kreislaufwirtschaftsgesetz") and its sublegal framework (e.g. Verification Management Ordinance ("Verordnung über die Nachweisführung bei der Entsorgung von Abfällen" – Nachweisverordnung), Waste Catalog Ordinance ("Verordnung über das Europäische Abfallverzeichnis" – Abfallverzeichnis-Verordnung), Landfill Ordinance ("Verordnung über Deponien und Langzeitlager" – Deponie-Verordnung), Reporting and Permits Regulation ("Verordnung über das Anzeige- und Erlaubnisverfahren für Sammler, Beförderer, Händler und Makler von Abfällen" – Anzeige- und Erlaubnisverordnung) and under the E.U. Waste Shipment Regulation (Regulation (EC) 1013/2006 (EG-Abfallverbringungsverordnung) must be observed by the Principal in this respect. To the extent the Contractor is dependent on the Principal's collaboration and due provision of information in order to fulfill its own legal obligations, the Principal shall be obligated to collaborate and duly provide the information.
 2. In addition, the Principal shall, without solicitation, draw attention in written form in the waste management certificate and in the waste specification to all risks known and/or identifiable to it that emanate from the waste itself or that may arise during the handling thereof.
 3. The Principal shall be obligated to adhere to the agreed specifications/certificates (such as waste data sheets) and to comply with all other agreed conditions that are necessary for takeover of the waste (especially those mentioned in Section B. I. 2.1 below). Any change in the composition of the waste or the waste specification (including changes within the legal limits) shall be notified without solicitation to the Contractor. The times at which waste will be taken over (times for acceptance) shall be set forth in a separate agreement and are binding. The Contractor reserves the right to refuse deliveries outside of the agreed acceptance times. The Principal and its representatives shall observe the internal regulations of the respective facility in which the waste is disposed of and comply with the instructions of the Contractor's personnel or – if the facility is not operated by the Contractor itself with its own personnel – the personnel of the facility concerned. The Safety and Administration Regulations ("Sicherheits- und Ordnungsvorschriften (SOV)") of the Contractor, as amended from time to time, shall also apply. These are available at <http://www.chempark.com>.
 4. Where special analyses have to be performed on certain waste streams prior to disposal due to statutory, sub-statutory or regulatory requirements or under a contractual agreement between the Contractor and the Principal (such as a declaration analysis according to the Landfill Ordinance ("Deponie-Verordnung")) or if there is a requirement that an analysis be performed on every batch delivered to the disposal facility (as in the case of waste containing PCBs), the Principal shall ensure that the laboratory it instructs to perform such analyses possesses the necessary permits (such as those according to the Working Group on Waste Disposal ("Arbeitsgemeinschaft Abfall – LAGA")) and/or accreditations.
- #### 2. Waste delivery refusal and withdrawal from the Contract
1. In the event of non-compliance with the specification / certificate or other conditions of takeover, such as
 - a) the provision of false information about the waste or its origin,
 - b) the non-observance of contractual conditions or regulatory requirements,
 - c) violations of the internal regulations of the facility in which the waste is to be disposed of, or
 - d) failure to make an appointment with the Contractor before delivering the waste in violation of a contractual agreement to do sothe Contractor shall be entitled – without prejudice to any further claims – to refuse delivery of the waste until the above violations have been remedied.
 2. If the waste has to be seized while on the Contractor's premises due to waste or transportation regulations, the resulting costs shall be borne by the Principal unless such seizure has become necessary for reasons for which the Contractor is wholly or primarily responsible.

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3. If the Contractor legitimately refuses delivery of the waste or wholly or partially withdraws from the Contract, the Principal shall be obligated to take back at its own expense the waste it has delivered to the extent delivery is refused or to the extent the Contractor withdraws from the Contract.
 4. Even when the takeover of waste has been agreed on the basis of a binding offer, the Contractor shall only accept waste into its recycling, disposal or treatment systems to the extent capacity is available.
 5. When waste is accepted into the Contractor's recycling, disposal or treatment systems, the following shall apply in addition:
 - Where remuneration is calculated by weight, the waste shall be weighed on a weighing machine of the Contractor upon receipt.
 - In the event that, subsequent to conclusion of the Contract, recycling, disposal or treatment capacities of the Contractor fail for reasons beyond its control or such capacities are unavailable due to increased waste management demand from customers of the Contractor with which the Contractor already had a business relationship prior to the conclusion of the Contract with the Principal, the Contractor shall be released from its obligation to perform the Contract. In this event the Contractor shall be obligated to immediately notify the Principal of the non-availability of the service and to immediately repay to the Principal any consideration already received in respect thereof. This shall not affect the Contractor's right of withdrawal pursuant to Section A. 2.7.
- #### 3. Principal's liability
- The Principal shall be held liable to the full extent allowed by law for any damage culpably caused by it. In particular, the Principal, in case it is at fault, shall be held liable if the waste it has delivered to the Contractor or a subcontractor of the Contractor
- is not allowed to be handled in the recycling, disposal or treatment facilities of the Contractor or its subcontractor, is incorrectly designated in the waste specification or is otherwise not in conformity with the Contract or
 - was not included by the Contractor in the acceptance declaration for the waste management Contract.

4. Transportation of waste

1. If the Contractor agrees to undertake the transportation of waste in addition to waste management, such transportation shall be subject to the German Freight Forwarders' Standard Terms and Conditions (ADSp), as amended from time to time. The present General Terms and Conditions of the Contractor shall only apply to such transportation to the extent the ADSp are silent or contain no conflicting provisions. In particular, the ADSp contains provisions on liability that differ from the standard liability under statute.
2. The Principal and the Contractor undertake to comply with all public-law obligations regarding the transportation of waste, as amended from time to time. In particular, the Principal is obligated to duly declare the waste in accordance with the provisions of the Recycling and Waste Management Act ("Kreislaufwirtschafts- und Abfallgesetz") and the respective ordinances and to make available all accompanying documentation required by waste management law (such as disposal/recycling certificates, chain of custody records). The Contractor is obligated to obtain and maintain all permits required by waste management law.

II. Supplementary terms and conditions for analysis assignments

The following provisions of this Section B. II. shall apply in addition to the provisions of Section A. to Contracts the main object of which is the performance of an analysis on a substance or material provided by the Principal to the Contractor for this purpose (except as otherwise agreed in the case at hand). The following provisions of this Section B. II. shall also apply whenever they are expressly included by reference in a Contract of a type other than the aforementioned.

1. Except as otherwise agreed, the Contractor undertakes, for the duration of the Contract and for a period of five years after its termination, not to disclose any confidential information that has become known to it in connection with the contractual agreements and which it has received from the Principal and not to illicitly reproduce such information, illicitly grant third parties access to it or make unauthorized use of it for commercial purposes. "Confidential information" within the meaning of this Section B. II. shall mean all information or data provided in tangible form or verbally, such as technical or business data, papers, documents, calculations, drafts or drawings or potentially any samples which – if communicated in text or other tangible form or electronically – are labeled "confidential" or similarly labeled or – if communicated verbally – are identified upon communication as confidential and summarized in an appropriately labeled memorandum that is delivered to the Contractor within thirty (30) days.
2. The non-disclosure obligation under Section B. II. 1 shall not apply to confidential information that was already known to the public at the time of its communication by the Principal or was already known to the Contractor. The non-disclosure obligation shall not apply if and to the extent confidential information that initially is subject thereto subsequently becomes known to the public without the intervention of the Contractor or is subsequently communicated to the Contractor by a third party that is not in violation of non-disclosure obligations.
3. The non-disclosure obligation under Section B. II. 1 shall not prevent the Contractor from passing on, to the extent necessary, the confidential information that is subject thereto to legal or tax advisors who are obligated to secrecy or to courts for purposes of legal prosecution. The Contractor may also pass on confidential information that is subject to the non-disclosure obligation if and to the extent there is a legal requirement for it to do so.