

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 entrepreneurs, legal persons 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 obsolete technical assets or scrap, 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 acknowledged 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.
3. Unless otherwise agreed below, the contractual relationship shall be governed by the following legal bases in the order of precedence specified below:
 - a. Provisions of the contract
 - b. Provisions of Section B of these General Terms and Conditions (if applicable)
 - c. Provisions of Section A of these General Terms and Conditions
 - d. Statutory provisions

In the event of doubts or contradictions between the aforementioned legal bases, the document of higher priority shall take precedence.

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

1. Where the 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 text 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 text form. The Contractor does not need to provide such text-form confirmation if this was not to be expected in the given circumstances or the Principal has waived its right to receive 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 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 right to select the personnel entrusted with the performance of the services (including the contact person for the Principal) as well as the right to issue instructions to such personnel shall belong exclusively to the Contractor. The Contractor shall be free to select the work equipment required for the provision of the contractual services.
3. The Contractor reserves the right to use subcontractors to perform its obligations. The Principal may object to the use of a particular subcontractor if there are good reasons why such subcontractor should not be used.
4. The Contractor warrants that employees participating in the performance of the Contract and provision of the service for the Principal will be paid at least the applicable legal minimum wage for their work in the Federal Republic of Germany. The Contractor warrants that it will comply with, in particular, the requirements of the Minimum Wage Act ("Mindestlohnsgesetz"), 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. If the invoice is received by the Principal later than 10 calendar days after the invoice date, it shall be due for payment, notwithstanding sentence 1, within 3 working days (Monday to Friday, excluding national public holidays) from receipt. The invoice shall be deemed to have been received by the Principal three working days after the invoice date at the last invoice address provided by the Principal. The Principal shall have the right to prove that the invoice was received later or not at all, and the Contractor shall have the right to prove that the invoice was received earlier.
 2. Payment by cheque or crossed cheque is not acceptable.
 3. If the Principal is in arrears with payments, the Contractor shall be entitled to charge default interest at the statutory rate, but at least 9 percentage points above the base interest rate.

4. 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.
5. 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.
6. 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.
7. 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 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, epi-/ pandemic, 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 text 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 be carried out 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 are already in agreement concerning the extent to which transfer of title would take place in this event.
- 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

("working days" are Monday to Friday, except for public holidays in North Rhine-Westphalia) after the work or service is performed (or, where a formal 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 be fundamentally confined 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 violated 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) of the Principle resulting from the Contractor's simple (minor) negligence or that of its governance bodies, representatives, employees, subcontractors, performing agents or vicarious agents. This does not apply to claims for breach of material contractual obligations, i.e. obligations whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the Principal may thus routinely 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 2 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 €2,000,000.00 (in words: two million euros) per claim and a total of €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. Deadline extension**
In the case of a deadline extension due to default in performance, the Principal shall grant a reasonable extension 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 text 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 2. 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. Data protection**
 1. The Parties undertake to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("General Data Protection Regulation", "GDPR") and the

German Federal Data Protection Act ("Bundesdatenschutzgesetz", "BDSG") when processing personal data.

2. The Parties undertake to support each other to the extent necessary in the event of inquiries from affected parties or inquiries from regulatory authorities and to respond to such inquiries or complaints from affected parties or regulatory authorities without delay.
3. The Principal agrees that data relating to the contractual relationship may be processed electronically as part of the administration and performance of the contract. The Principal must inform the Contractor immediately if it discovers errors or irregularities in data processing by the Contractor with regard to data protection regulations. In this context, the Parties undertake to provide the respective employees of the other Party with the necessary information in accordance with Articles 13 and 14 GDPR within one month, but before the first communication to the employees. For the Contractor, this information is derived from the "Messages on the processing of personal data" provided to the Client, which can be viewed and accessed at any time at [privacy policy - www.currenta.de].
4. Insofar as the Principal designates an e-mail address of the company and/or of an employee within the scope of the performance of this Agreement, the Contractor may use such e-mail address to send information on the Contractor's products relevant to the Principal and to inform about events of the Contractor. The product portfolio currently includes the following product groups:
 - Building and space services, including items from the personal protective equipment warehouse, space rental, real estate
 - Health protection services with the exception of acute medical treatment and counseling
 - Service regarding operations officers, basic care by safety experts, technical safety advice
 - Connective, information and telecommunication services and related services
 - Permitting services, including noise control technology all products except noise emission monitoring CP, exhaust air management, emission control and environmental reports, HSE data determination for Group annual reports, contaminated site/soil management
 - Fire protection services and preventive fire protection services (e.g. advice and training)
 - Services in the area of fire protection and safety technology services (e.g. workshop supplies, rental and servicing of protective equipment, training on and exercises with protective equipment)
 - Mobility and e-mobility services (e.g. shuttle services)
 - Recording of infrastructures (e.g. surveys, release for underground intervention)
 - Analytics service
 - Training services

The Principal may object to the use of the e-mail address(es) at any time. The Principal undertakes to inform its employees about this provision before the Principal or the respective employees disclose e-mail addresses.
5. Should further personal data be processed by one of the Parties in connection with the contractual relationship and/or should processing come into consideration, the Parties undertake to make the necessary arrangements for such processing.
- 19. Applicable law, place of jurisdiction, severability clause**
 1. These General Terms and Conditions shall be subject to German law, excluding the conflict-of-law rules. 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. 19.2 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 or that 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 the contract.

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 accept and/or to recycle, 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 ("Kreislaufwirtschafts- und Abfallgesetz") and its sublegal framework (e.g. Verification Management Ordinance ["Nachweisverordnung"], Waste Catalog Ordinance ["Abfallverzeichnisverordnung"], Landfill Ordinance ["Deponie-Verordnung"], Reporting and Permits Regulation ["Anzeige- und Erlaubnisverordnung"]) and under the E.U. Waste Shipment Regulation (Regulation (EC) 1013/2006) 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 text form in the waste management certificate and in the waste specification to all identifiable risks known 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 acceptance 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 accepted 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 (SOV) of the Contractor, as amended from time to time, shall also apply. These are available at <http://www.chempark.de>.
4. Where special analyses have to be performed on certain waste streams prior to disposal due to legal, sublegal 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 acceptance, 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.
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 attempted to deliver to the extent delivery is refused or to the extent the Contractor withdraws from the Contract.
4. Even when the acceptance 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 shall be liable if the waste delivered by it to the Contractor or a subcontractor of the Contractor

- is not approved for the recycling, disposal and treatment facilities of the Contractor or its subcontractor, is incorrectly stated in the waste specification or is otherwise not in accordance with the contract
- or was not accepted by the Contractor in the declaration of acceptance of the disposal order

and the Principal is at fault.

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 it has received from the Principal that has become known to it in connection with the contractual agreements and not to illicitly reproduce it, illicitly grant third parties access to it or make unauthorized use of it for commercial purposes. "Confidential information" as defined by 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 in the public domain 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 enters the public domain 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 bringing a legitimate legal action. 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.

III. Supplementary terms and conditions for ITC services

The following provisions of this Section III. shall apply in addition to the provisions of Section A. to Contracts the main object of which is the provision of ITC services (information and telecommunications services and related services) by the Contractor for the Principal. The following provisions of this Section B. III. shall also apply whenever they are expressly included by reference in a Contract of a type other than the aforementioned.

1. Rights and Obligations of the Contractor

1. The Contractor shall implement and operate the agreed ITC services for the Principal in accordance with the Contract and its Annexes. Section A. 8. shall not apply. The Annexes to the Contract, in particular the applicable product-specific Performance Specification and the Service Level Agreement, shall apply in subordination to these General Terms and Conditions.
2. The Contractor's ITC services are not available nationwide in Germany or over the entire area of the CHEMPARK. If the Principal requests further ITC services from the Contractor, the Contractor will check availability and, subject to availability, submit an offer to the Principal.
3. The Contractor is entitled to provide partial services if these can be used independently. A partial service means, for example, an individual site connection that the Principal can use independently, while the overall project may not have been realized yet.

2. Setup

1. The Contractor shall provide the ITC services described in the applicable product-specific Service Description. Immediately after provision, the Contractor shall send the Principal a corresponding Ready for Service notification at least in text form. The provision shall be deemed to have been completed on the day of the provision date specified by the Contractor in the Ready for Service notification, unless the Principal informs the Contractor within five (5) working days of receipt of the Ready for Service notification that the provision has not been carried out or has been carried out incorrectly. In this case, the Contractor will agree a new date with the Principal. The Contractor, in the Ready for Service notification, shall once again expressly draw the attention of the Principal to the effect of any failure of the Principal to give notification of a non-executed or unsuccessful provision.
2. If an installation date is not carried out successfully, the Principal must report this circumstance immediately. The Contractor shall then attempt to agree a new installation date with the Principal within five (5) working days.

3. Participation of the Principal

- The Principal is obliged to provide the following cooperative services. Further obligations to cooperate may arise from the Contract and its Annexes. If additional obligations to cooperate become necessary, the Contractor shall inform the Principal of this circumstance. The parties will then agree on these additional obligations to cooperate, in which case the Principal will fulfill the necessary obligations to cooperate unless it can show good cause for not doing so.
1. The Principal shall provide a contact person who is authorized to make decisions that are necessary within the framework of the performance of the respective agreed service.
 2. The Principal shall provide the Contractor with all information required for the performance of the agreed services (insofar as this is actually and legally possible for the Principal) upon request as quickly as possible, in particular with regard to information which the Principal recognizes or must recognize to be important for the performance of the services. The Principal shall provide the Contractor with information on changes made by the Principal to its technical installations even when not requested to do so, if and to the extent that such changes may affect the services to be provided.
 3. The Principal shall provide the Contractor free of charge with the cable routes, empty conduits and other rights of way required for the connection of the respective building from the works road operated by the Contractor within the meaning of Section 2.2 of the Chemical Park Guideline No. 1 "Principles of Works Planning" from 1 November 2003 to the distributor at the building entrance (Gebäudeeingangsverteiler, "GEV", usually in the technical room of the respective building) for the purpose of laying the Contractor's own wiring. In this respect, the Principal is in particular obliged to

provide the Contractor with a usage permit from the respective property owner or other entitled parties in accordance with the template provided by the Contractor together with the order form ("Property Owner's Declaration"). The required cable routes, empty conduits as well as other rights of way and/or the Property Owner's Declaration shall be provided in accordance with the Contractor's request in the course of planning the activation of the connection(s) commissioned by the Principal. If provision in accordance with the Contractor's request is not possible for factual or legal reasons, the parties shall negotiate an alternative connection of the building with optical fibers of the Contractor. If the parties fail to reach an agreement within four (4) weeks of the Contractor's request, the Contractor may terminate the affected connection. In this case, all internal and external expenses of the Contractor associated with the previous planning and implementation shall be borne by the Principal.

The Principal is obliged to inform the Contractor immediately in advance of any change or effect on the cable routes, empty conduits and other rights of way used by the Contractor, or of any change or omission of a Property Owner's Declaration issued, if this could lead to a disruption or interruption of the cabling laid by the Contractor. Moreover, any measure planned in this way must be agreed with the Contractor before being implemented. If a measure within the meaning of sentence 1 of this paragraph requires changes to the cabling laid by the Contractor to further maintain the network services, all associated internal and external expenses shall be borne by the Principal. If it is not possible to maintain the connection after the measures have been implemented for technical or legal reasons, sentences 4 and 5 of the preceding paragraph shall apply accordingly.

The Principal's obligation to provide existing cable routes, empty conduits and other rights of way as well as to tolerate the laid cabling of the Contractor shall remain in force for a further three (3) years even after termination of the Contract. However, there is no obligation on the part of the Contractor to dismantle the cabling.

4. In the case of on-site assignments at the Principal's location, the Principal shall ensure that trained employees are available to support the Contractor's employees and, if necessary, to carry out installation and troubleshooting work themselves in accordance with instructions. All hardware and software products identified as part of the on-site installation must be made available to the Contractor's employees in such a way that they can begin their work immediately, in particular cabling and attachments must be removed and hidden connections uncovered. The Principal shall grant the Contractor access to its premises to the extent required for the performance of the contractual services. If the Principal does not cooperate in accordance with the aforementioned regulations during on-site operations or does not meet agreed deadlines (including those agreed verbally or in text form, as the case may be), the Contractor is entitled to additionally charge the costs in the amount of the applicable hourly rate agreed in each case for services according to time and material plus expenses.
5. The Principal shall inform the Contractor as soon as possible of all circumstances known to the Principal which are likely to impair the network operation or other equipment of the Contractor or other customers.
6. The Contractor shall generally provide the commissioned network services at the distributor at the building entrance. The Principal is responsible for all cabling from the distributor at the building entrance required to further connect the floors and rooms of the building.
7. The Principal undertakes to professionally connect telecommunications terminal equipment (LAN switches, routers, firewalls, telecommunications systems, telephones, fax machines, etc.) to the respective interfaces of the network termination device provided by the Contractor (Customer Premises Equipment, "CPE") or, if a CPE is not included in the scope of services, to the termination device provided by the Contractor. The Principal may only operate telecommunications terminals on a CPE or a termination device that comply with the applicable electrical and telecommunications standards and approval regulations, in particular CE, IEEE, ITU.
8. The Principal shall ensure that all locations at which the Contractor's electrical systems are to be installed have the necessary floor space and sufficient electricity, including uninterruptible power supply. The Principal shall further ensure that such locations are adequately air-conditioned and that the technical systems are permanently located in a safe working environment where they are adequately protected against fire, theft and vandalism.
9. The Principal shall provide the Contractor free of charge and in good time with the necessary technical equipment for operation and maintenance as well as electricity, including uninterruptible power supply and grounding, and shall keep them in a functioning and proper condition for the duration of the Contract. The Principal shall ensure that any necessary permits are obtained.

10. The Contractor shall provide any commissioned voice telecommunication services in compliance with the information provided by the Principal. When using voice telecommunication services, the Principal is in particular obliged to
 - a. use assigned telephone numbers only within the scope of their assignment;
 - b. immediately notify the authorized extensions of the correct, complete block of telephone numbers and any changes thereto;
 - c. ensure before using the "call forwarding" service that the consent of the third-party user to whom the calls are forwarded has been obtained and that such third-party user has the ability to refuse the forwarding if necessary.
11. Insofar as the Principal commissions the Contractor to store log files or to store or make available data to the Principal in any other way that enables conclusions to be drawn about the usage behavior of its employees, the Principal guarantees that employee rights or third parties are not violated as a result, in particular that participation rights are observed. Particular reference is made to Section 87(1)(6) of the Works Constitution Act (Betriebsverfassungsgesetz).
12. Unless otherwise agreed, all equipment provided by the Contractor shall remain the property of the Contractor.
13. The Principal shall perform all obligations to cooperate for the Contractor free of charge. Obligations to cooperate are primary contractual obligations of the Principal.
4. **Use by third parties**
The Principal shall not be permitted to pass on the contractual services to third parties by way of commercial marketing or to pass them on in whole or in part to third parties without the prior written consent of the Contractor.
5. **Charges**
 1. The Principal is obliged to pay the agreed charges. Any charges for network services are based on the assumption that existing lines can be used for the connection at the Principal's site and that no construction work, in particular no earthworks, is required.
 2. One-time, monthly and use-dependent charges shall be charged upon acceptance in accordance with Section B. III. 2. or at the latest from the first use of the ITC Services; this also applies with regard to partial services. In the case of the provision of MPLS connections, however, invoicing shall not commence until at least two (2) MPLS connections have been provided. The provision shall be deemed to have taken place upon acceptance.
 3. Monthly usage-independent charges are retroactively invoiced to the Principal on a monthly basis.
6. **Term and termination**
 1. Unless otherwise agreed, the respective contract shall have a minimum term of 24 months. The minimum contract term begins with the provision (see Section B. III. 2) of the last connection agreed in the respective contract.
 2. If the contract is not terminated with three (3) months' notice to the end of the minimum contract term, its term shall be extended by a further twelve (12) months. Unless terminated with three (3) months' notice to the end of this extension, the contract shall be extended for additional twelve-month periods unless terminated with the same notice to the end of the respective twelve-month period. § Section 56 (3) TKG remains unaffected.
 3. The right of the parties to terminate the contract without notice for cause shall not be affected thereby.
 4. Cause for the extraordinary termination of the contract by the Contractor after the setting and unsuccessful expiration of a reasonable period of time determined to remedy the situation shall be in particular if the Principal is in default of payment with payment obligations for more than thirty (30) days.
 5. Cause for the extraordinary termination of the contract by the Contractor without determination and unsuccessful expiration of a period of time determined for remedy shall in particular exist if the Principal
 - a. is in default of payment for two (2) consecutive months with the remuneration owed or a not inconsiderable part of this remuneration or for a period extending over more than two (2) months with a remuneration corresponding to the sum of two (2) average monthly invoices. The average value shall be calculated on the basis of the average invoice amount received by the Principal in the last six (6) months prior to the first default or, if invoices have not yet been issued for a period of six (6) months, on the basis of the average invoice amount issued prior to the first default.
 - b. Violates the provisions of Section B. III. 9.
 6. Cause for the extraordinary termination of the contract by both parties without determination and unsuccessful expiration of a period of time determined for remedy shall in particular exist if
 - a. the other party is insolvent or overindebted, or
 - b. insolvency proceedings are initiated against the assets of the respective other party or are refused or discontinued for lack of assets covering the costs of such proceedings or
 - c. the other party has voluntarily or involuntarily initiated proceedings for its dissolution, liquidation or winding-up.
7. Notices of termination must be in writing.
8. If the contractual relationship is terminated prematurely by extraordinary termination and if this termination is based on a breach of contract by the Principal, the Principal is obliged to pay 50% of the contractual remuneration which would have been payable by the Principal up to the point in time at which a regular termination would have terminated the contractual relationship. The total amount of the outstanding remuneration shall become due upon effectiveness of the notice of termination. The parties have the right to prove that the Contractor incurred a lower or higher loss as a result of the premature termination.
7. **Obligations upon termination of contract**
After termination of the Contract, the Principal is obliged to make all items provided by the Contractor available for deinstallation and collection by the Contractor.
8. **Service disruptions**
 1. The Contractor shall eliminate disruptions, insofar as they lie within its area of responsibility, in accordance with the provisions of the Service Level Agreement agreed in each case. If a Service Level Agreement does not apply to a disruption, the disruption shall be remedied within a reasonable period of time.
 2. The Principal is obliged to immediately notify the Contractor of any recognizable defects or malfunctions and to support the Contractor to a reasonable extent in remedying the same. For all service requests, the Principal shall describe the problem in as much detail as possible and in a manner that allows for maximum reproducibility. For this, any aids provided by the Contractor - such as an agreed checklist - shall be used.
 3. All maintenance and repair work on the technical equipment provided to the Principal may only be carried out by the Contractor or by third parties commissioned by the Contractor. Any applicable statutory self-remedy rights of the Principal shall not apply.
 4. If the examination of a disruption report shows that there was no disruption of the Contractor's technical equipment, the Principal shall additionally pay the Contractor the expenses incurred for the examination of the disruption in the amount of the applicable hourly rate agreed in each case for services based on time and material plus expenses if the Principal could have reasonably recognized during the troubleshooting that the disruption was not caused by the Contractor or that there was no disruption at all.
 5. The Contractor shall not be obliged to provide security solutions (virus protection, firewalls, spam filters, etc.) to an extent that would ensure complete protection of the Principal's infrastructure. The Contractor shall use known or proven tools which shall be regularly updated. Nevertheless, the Contractor cannot exclude the possibility that, for example, a new attack procedure may reach the Principal's networks and their connected components before the manufacturers of these tools have issued an update that recognizes such attack procedure. The reason for this is that there is always a time lag between the occurrence of a new attack procedure and the reaction of the security software manufacturers. Therefore, the Contractor cannot undertake to ensure the absolute security of the infrastructure to be protected.
9. **Conditions of use and prohibitions of misuse**
 1. The Principal undertakes to use ITC Services only in the manner described in the Contract and its Annexes.
 2. The Principal shall not use any equipment, devices, software or data which could lead to changes in the physical or logical structure of the Contractor's network or the networks of its upstream suppliers or the technical facilities made available for use. The Principal is obliged to refrain from interfering with the Contractor's network or the networks of its upstream suppliers.
 3. The Principal is obliged to use the ITC services covered by the Contract in an appropriate and functional manner and within the framework of the applicable laws.
10. **Liability under the Telecommunications Act**
In addition to the provisions in Section A, the following applies:
If the provider of publicly available telecommunications services is obliged to compensate an end user for financial loss or to pay compensation, liability is limited to EUR 12,500 per end user. If the provider is liable to pay damages or compensation to several end users for the same event, liability shall be limited to a total of EUR 30 million. If the obligation to pay damages or compensation to several entitled parties on the basis of the same event exceeds the maximum limit specified in sentence 2, the damages or compensation shall be reduced in proportion to the ratio of the total amount of all claims for damages or compensation to the maximum limit. The limitation of liability pursuant to sentences 1 to 3 shall not apply if the obligation to pay damages or compensation was caused by intentional or grossly negligent conduct on the part of the provider, nor shall it apply to claims for compensation for damage resulting from a delay in the payment of damages or compensation.

11. Confidentiality

1. The parties undertake only to use any and all information they obtain within the framework of the execution of contracts for ITC services relating to the other party's internal operations, whether its nature is technical or commercial (e.g. prices, costs, purchase quantities, etc., including information that (a) is shared or accessible during site visits, (b) received from each other in conjunction with opportunities to access databases or (c) is apparent from any samples (hereinafter collectively referred to as "Information")), for the purposes of and within the limits of the provisions of the Contract and, apart from that, to:
 - a. treat it as confidential and not make it accessible to third parties without prior written consent of the other party and
 - b. make it available only to those employees or subcontractors who need it for the purposes of the Contract and who have been obliged to maintain secrecy in advance or only to such persons who are obliged by law to maintain secrecy.
2. The obligation to maintain secrecy shall apply beyond the term of the Contract for a further period of five (5) years from termination of the Contract.
3. The obligation to maintain secrecy shall not apply to information that the receiving party can demonstrate:
 - a. was public knowledge prior to receipt, or
 - b. was in the public domain prior to receipt,
 - c. came into the public domain after receipt without any responsibility for this on the part of the receiving party,
 - d. had been made accessible to it at any time by a third party that, to the best of its knowledge, was authorized to disclose it.
4. The Contractor is entitled to pass on information received from the Principal to its shareholders.
5. The obligation to maintain secrecy stipulated above also shall not apply to information that must be disclosed by the receiving party to government authorities on the basis of legal or official requirements, provided that the receiving party notifies the disclosing party of such disclosure so that the disclosing party has the opportunity to protect its rights immediately, and the receiving party shall make all reasonable efforts to ensure that the information is handled confidentially.