



General Terms and Conditions @ Pyral AG

General

1.1 All deliveries, performances and offers of the Pyral AG are carried out exclusively on basis of these general Terms and Conditions ("Ts&Cs"). These also apply to all future business relations even if they are not particularly agreed on again.

At the latest when providing containers, acceptance and/or delivery of waste/goods ("waste/goods" according to the AfG/KwG) by the Pyral AG these Ts&Cs are regarded as accepted by the contracting party ("contracting party").

1.2 These Ts&Cs apply exclusively; deviations from these Ts&Cs are only effective once being confirmed in writing by the Pyral AG. These General Terms of Sale shall also apply even if the Pyral AG performs an order and/or delivery to the contracting party without reservations or although having knowledge of terms of the contracting party which contradict or deviate from them.

1.3 These Ts&Cs regulate all agreements between the Pyral AG and the contracting party, there are no ancillary agreements.

II. Offers

2.1 All offers of the Pyral AG are not binding unless otherwise stipulated in the quotations.

III. Acceptance / Delivery of WASTES / GOODS: waste legislation

3.1 The contracting party is solely liable for the correctness with statutory declaration analytics of the accruing WASTES; he is liable for the correctness. This also applies if the Pyral AG acts on suppliers' behalf at dealings with the authorities or other third parties.

3.2 The contracting party is solely liable that the legal and official regulations are adhered to when storing the WASTES/GOODS to be collected.

3.3 The contracting party guarantees that the WASTES delivered by him and/or accepted by the Pyral AG possess the guaranteed qualities

3.4 The Pyral AG shall be obliged to only accept the agreed quantity of WASTES from the contracting party if they meet the agreed specifications.

3.5 The contracting party will waive the claim of late notification of defects named by the Pyral AG. If a complaint is filed, the Pyral AG is entitled to:

- a) demand from the contracting party to immediately deliver WASTES in top quality;
- b) claim impairment and/or additional payments;
- c) withdraw from the contract;
- d) demand the redemption of the WASTES by the contracting party;

The costs of redemption and possible resupply are at the expenses of the contracting party: If agreement regarding impairment and/or additional payments is not reached, the Pyral has a right to choose again according to 3.5, a, c or d

3.6 All WASTES must not contain any substances contrary to the specification, which can corrode or damage or unusually contaminate the refuse bins, containers or vehicles due to their high acid content or for some other reasons.



3.7 All WASTES must be free of radioactivity. Should any ionic radiation of the WASTES be determined, the Pyral AG is obliged to refuse acceptance of the WASTES, to inform the respective authorities and to immediately return or let it have returned by third parties at the expense of the contracting party.

3.8 All WASTES must be free of substances being harmful at smelting and/or incineration. For damages accruing from delivery of such materials, like explosion material, hollow bodies etc. the contracting party shall be liable in full.

3.9 The Pyral AG is entitled, but not obliged to check the WASTES prior to acceptance if it complies with the agreed specification. The costs of the check are borne by the Pyral AG, unless the check shows a considerable deviation. In that case the contracting party bears the accruing costs for the examination in full.

3.10 The entry of quantities is done obligatory on the scales of the Pyral AG or its contracting partners. Unless it is not invoiced according to weight, the Pyral's AG entry of quantities is binding.

3.11 The contracting party is not only liable to the Pyral AG regarding damages but is obliged to reimburse all incidental costs, all follow-up costs, which arose due to wrongly declared and/or deficient WASTES.

3.12 The containers of the Pyral AG may only be emptied, changed and/or transported for any other purpose by the Pyral AG and/or its agents and subcontractors. A breach of these regulations obliges the contracting party to a compensation for damages.

3.13 The contracting party is obliged to provide the agreed quantity of specified WASTES at the agreed location in such a way, that the loading of the WASTES can be done without delay. Furthermore, the contracting party is obliged to submit all documents (shipping documents, safety data sheets etc.) which the carrier has to carry with him according to legal regulations to the Pyral AG without prompting.

3.14 The contracting party is always the waste producer according to the Recycling and Waste Management Act (KrW-/AbfG).

3.15 In case it was agreed upon, the Pyral AG provides the contracting party with suitable containers on a rental basis and/or free of charge. The containers remain property of the Pyral AG. The Pyral AG is entitled to exchange the containers at any time. In case of a contract termination the Pyral AG is entitled to retrieve the containers immediately. The contracting party is obliged to grant the Pyral AG and/or its agents access to the containers at any time, especially per transport vehicle and/or to obtain access right for the Pyral AG.

3.16 Only WASTES with the agreed specifications may be filled in the individual containers.

3.17 To set-up the containers the contracting party has to provide appropriate space with paved access and/or sufficient passage to the property. Necessary official permits for the set-up have to be obtained by the contracting party at his costs. If the contracting party fails to do so, he has to refund the costs for administrative offences and penalty notices.

IV. Waste Disposal

4.1 In case the WASTES meets the agreed specification, the Pyral AG fulfils its obligations of disposal according to § 16 Abs 1 S. 1 KrW-/AbfG on behalf of the contracting party. In case the WASTES / GOODS do not conform to the specifications, the Pyral AG is not liable to the contracting party for disposal. Where the Pyral AG already encounters an obligation of disposal with WASTES / GOODS not being conform to the specifications, the Pyral AG is entitled to request a statutory disposal of the WASTES / GOODS from the contracting party, to claim for compensation for loss profit or to carry out the disposal itself. In the latter case the Pyral AG is also entitled, besides the payment of the agreed compensation, for compensation of additional services, which may arise from the deviation of the contractually agreed with the actual specification. Additional rights, in particular the claim for compensation and a contractual penalty, remain unaffected.

4.2 If special legal requirements have to be observed, as in the transport or the disposal of WASTES / GOODS, the contracting party is obliged to emphasize this explicitly prior to conclusion of contract.



4.3 The contracting party does not have any claim beyond the legal requirements to disposal, unless expressly agreed upon different in writing.

4.4 The Pyral AG is entitled to intermediate store the WASTES / GOODS prior to its final disposal, without a special agreement being required.

4.5 The responsibility under waste management law of the contracting party regarding a proper disposal according to § 16 Abs. 1 S. 2 KrW-/ AbfG remains unaffected by the commissioning through the PYRAL AG.

V. Proof of Disposal

5.1 The Declaration of Responsibility („DR“) and the Declaration Analysis („DA“) according to NachwV as well as the possible reported notice according to §11 NachwV will be done by the contracting party, unless stipulated differently. The Declaration of Acceptance („DA“) according to NachwV is done by the Pyral AG. The same applies for consignment notes and dock receipts.

5.2 In case there is no statutory obligation according to NachwV for formal disposal verification, the created invoices and/or credit notes (account purchases) are proof for the disposal! The contracting party receives a separate confirmation on request, and for an adequate compensation.

VI. Deliveries, delivery dates/ - deadlines, excess or shortage in quantity

6.1 Deliveries- and/or delivery deadlines require an explicit written agreement. Should the Pyral not be able to deliver on time, the purchaser shall grant a reasonable grace period.

6.2 Deliveries are done ex works, unless otherwise agreed upon by the parties. The delivery period starts with the date of our order confirmation, but not before a complete clarification of all execution performances and concessions, to be provided by the customer.

6.3 Claims for non-performance or late delivery and other claims for damages are excluded.

6.4 An adequate prolongation of the delivery period occurs, if the buyer does not observe his obligations (e.g. presentation of letters of credit and guarantees or deposits or advanced payments.)

6.5 Prerequisite for delivery is the customer's creditworthiness.

6.6 Until all due claims have been settled in full, in particular also the respective balance claims, all delivered goods shall remain the Pyral's property (reserved goods).

VII. Payment / Compensation

7.1 Unless agreed upon otherwise, the purchase price is due within 14 days from the date of invoice. The Pyral AG is entitled in case of default to charge interest on payments in arrears of 5% p.a. over the basic rate of interest of the German Federal Bank.

7.2 All prices are valid plus the respective valid legal value-added-tax.

7.3 At early deliveries and/or collections the Pyral AG reserves the right to pay invoices and/or purchase credit notes at that time which is stipulated in the contract on delivery and/or collection in due time.

7.4 At delayed deliveries and/or collections being the responsibility of the contracting party, the Pyral AG is entitled to issue a partial invoice of the agreed quantity, which would be due on delivery in due time and/or collection as stipulated in the contract.



VIII. Liability

8.1 If the contract partner is a sales person, a legal person of public or a special fund under public law, the Pyral AG shall be liable in accordance with § 310.1 BGB for vicarious agents, who are not executive employees, only for intentional misconduct or gross negligence.

The liability of the Pyral AG for its default or the default of its executive employees will be limited to intentional and grossly negligent behaviour.

8.2 Is the contracting party not part of the named group of persons as in § 8.1., the liability of the Pyral AG is precluded for simple negligence.

8.3 Is the contracting party part of the named group as in § 8.1 all claims for compensation against the Pyral AG are limited to 10.000 Euro.

IX. Significant deterioration in contracting party financial situation

9.1 If facts or circumstances become known, like e.g. long-term garnishments, compulsory enforcement measures, opening of insolvency proceedings, the Pyral AG shall be entitled to demand payment and/or prepayment or an appropriate security before further services are provided. Furthermore, the Pyral AG is entitled to immediately resign from all contracts with the contracting party in part or in full.

X. Miscellaneous

10.1 If individual provisions of these Ts&Gs should be declared invalid or unenforceable in part or in whole, the remaining provisions or the remainder of the questionable provisions of these Ts&Gs will not be affected.

10.2 The contracting party is only entitled to set-off rights and rights of retention if his counterclaims have been established as final and absolute, are undisputed and have been acknowledged by the Pyral AG in writing.

10.3 The law of the Federal Republic of Germany applies exclusively.

10.4 The registered offices of the Pyral AG shall be the solely place of jurisdiction for all disputes arising from the contractual relationship.

Valid as of 1. November 2009

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