

General Terms & Conditions



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> REMONDIS Group

General Terms & Conditions of
Sale of REMONDIS Medison GmbH
As of June 2018

remondis-medison.de

Final Provisions

> GENERAL TERMS & CONDITIONS

> 1 Scope of Application

- (1) All contractual relationships between the Contractor and Customer shall be subject exclusively to these General Terms & Conditions.
- (2) The General Terms & Conditions of the Customer or a third party shall not apply even if the Contractor does not explicitly disagree with their validity in any particular case. They shall, therefore, only apply if, and to the extent that, the Contractor recognizes their validity in writing and this shall apply for each individual contract concluded.
- (3) The Customer shall be informed of any changes to these Terms & Conditions in writing (e.g. by letter or email). It shall be assumed that the Customer agrees to the changes if he does not object within 4 weeks following the announcement of the changes. Such objections must be sent to the Contractor in writing (e.g. by letter or email). The Contractor shall expressly point out this fact when announcing any changes.

> 2 Conclusion of Contract

- (1) All offers drawn up by the Contractor are non-binding and subject to change without notice unless there is an explicit clause in an offer stating that the offer is binding or an offer includes a specific acceptance deadline.
- (2) Orders placed by the Customer shall not become binding until they have been confirmed in writing (e.g. by letter or email) by the Contractor within two weeks. If there is no written order confirmation, then the Contract shall be considered concluded according to the conditions of the offer at the point when the waste is handed over.
- (3) The information provided in the waste disposal certificate and the regulations laid down by the authorities shall form the basis of the Contract and shall, therefore, constitute an integral part of this Contract.

> 3 Services provided by the Contractor

- (1) The Contractor shall be the only business to provide the Customer with the services described in the Service Agreement. Depending on the services agreed, the scope of services shall comprise
 - (a) furnishing containers according to the type, size and number determined in the Contract
 - (b) exchanging, emptying and/or removing the provided containers at the site agreed on and transporting the waste to recycling/disposal plants
 - (c) recycling and/or disposing of the different kinds of waste stipulated in the Contract in a correct manner and in accordance with the law.
- (2) Collection and disposal shall be carried out – as far as possible – using a mobile electronic recording system. In this case, the Contractor is authorized to submit any necessary declarations and take all necessary steps to fulfil the obligations of the Customer as well as its own obligations. In doing so, the Contractor shall act in accordance with the instructions of the Customer. In particular, the Contractor shall only check the composition and amount of the waste to be collected in so far as he is required to do so to fulfil his own obligations. Any inspection rights granted to the Customer in the Waste Management Agreement remain unaffected by this.
- (3) In all other respects, any other measures taken by the Contractor – besides the actual waste management services (e.g. testing, analyses) – shall only be carried out in order for it to fulfil the legal obligations of the Customer.
- (4) The Contractor has the right to assign the contractual services to third parties.
- (5) If the type and/or manner of the services provided by the Contractor and agreed on in the Contract can no longer be delivered as a result of a change in legal regulations, then the Contractor shall be obliged to carry out the service in accordance with the amended regulations. Any additional costs resulting from this shall be borne by the Customer.

> 4 Customer's Obligations

- (1) The Customer is responsible for ensuring that all necessary conditions have been satisfied so that the service can be provided in a correct manner and in accordance with the law.
- (2) Unless otherwise agreed, requests for non-regular services to be carried out must be made in writing (e.g. by letter or email).
- (3) The Customer must declare its waste in a complete and correct manner. The containers, devices and other types of equipment are only to be filled with the declared waste. The Contractor must be informed immediately of any changes in the composition of the waste.
- (4) The waste materials shall become the property of the Contractor at the point when they are placed in a waste container or in another kind of collection facility or when they are loaded onto the waste collection vehicle. This shall not include waste that does not correspond with the signed Declaration. The Contractor has the right to refuse to accept the latter. If the waste has already been collected, then the Customer is obliged to take back – at its own expense – any falsely declared waste. Should the Customer refuse to take back such waste, then the Contractor has the right to dispose of this waste correctly and to claim compensation.
- (5) The obligations taken on by the Contractor do not, however, release the Customer from its legal responsibility.
- (6) If requested to do so, the Customer shall confirm that the Contractor carries out the services agreed on in the Contract in a proper manner. If, in addition to this, proof of correct disposal measures must be provided, then the Customer shall provide proof using the forms provided by the Contractor or using the electronic record procedure for waste recovery and disposal. In order to do this, the Contractor shall enable the Customer to use the online data processing system REGISTA® in accordance with the current terms and conditions of use. If the Customer fails to fulfil its obligation to provide proof – even through a representative – at the time of the disposal, then the Contractor is not obliged to carry out the disposal of the waste.
- (7) If the Customer has a complaint concerning the collection/disposal of its waste, then the Contractor must be informed of this within 48 hours. The Customer shall be responsible for furnishing proof that the Contractor has not fulfilled its obligations or that the services have not been carried out by the Contractor in a proper manner.
- (8) The waste collection periods agreed are binding. Downtime and waiting time that are not caused by the Contractor as well as wasted journeys shall be charged for and will be invoiced according to the hourly rates charged for the service ordered.
- (9) Waste and other materials which are to be collected/sent for recycling must be packed correctly – at the Customer's expense – in accordance with the regulations governing the transport of dangerous goods and waste and taking all of the instructions given by the Contractor into account.
- (10) The Customer acknowledges and agrees to only hand over standard photographic chemicals and to ensure that these have not been mixed with any other type of waste material. Any other material handed over for silver recovery, e.g. films, cathode silver, other skimming, must be completely free of hazardous substances, in particular toxic, corrosive, explosive, inflammable and radioactive materials. In the case of non-compliance, the Customer is liable for all damage and consequential damage resulting from this.
- (11) Radioactively contaminated hospital-specific waste is excluded from disposal. The Customer is liable for all damage and consequential damage resulting from radioactively contaminated waste.

> 5 Furnishing of Waste Containers

- (1) The Customer shall be responsible for ensuring the containers are treated with the proper care and attention as well as for any damage to, or loss of, these containers during the rental period.
- (2) If the medical waste is collected in containers that the Customer has obtained itself, then these containers must meet the statutory requirements. Moreover, five full containers must be able to be stacked one on top of the other without losing their shape.
- (3) Moreover, the Customer shall be responsible for selecting the site where the containers are to be placed – in particular for selecting a site with a hardstanding – and for guaranteeing that the containers are easily accessible for collection.

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- (4) If the Contractor's containers, devices and other equipment are damaged or show signs of wear and tear that affect their use, this shall be remedied by the Customer at its own expense. Moreover, the Customer must notify the Contractor immediately of any such damage or disruptions.
- (5) The Customer shall be responsible for fulfilling all road safety obligations regarding the containers. It is the responsibility of the Customer to obtain any necessary permits to use public roads before the containers are provided, unless the Contractor has taken over this obligation. Any public charges due for obtaining such permits shall be borne by the Customer. The Customer alone is liable if the relevant safety precautions for the containers are not undertaken or if the necessary permits have not been obtained. The Customer shall, therefore, indemnify the Contractor against any third-party claims regarding this matter.
- (6) The Contractor must be informed in writing (e.g. by letter or email) at least four weeks in advance of any operational changes that may affect the collection of the waste. The Contractor must be informed in writing (e.g. by letter or email) immediately of any official orders that may have an effect on the contractual service. If the Customer fails to fulfil its duty of notification, then it shall be liable to pay any and all costs and expenses incurred as a result of this.
- (7) After filling with waste, the medical waste containers are to be tightly closed with the correct lid and handed over to the Contractor in a perfectly hygienic condition. The Contractor may refuse to accept containers that are not intact. The approved weight limit of the containers may not be exceeded under any circumstances.

> 6 Prices and Terms of Payment

- (1) Unless otherwise regulated, the prices charged shall be the prices valid on the day the service is provided. They merely cover the services provided by the Contractor that are listed in the Contract. Additional or special services which are not covered by the Contract, services listed as a contingency item in the schedule of services, and the cost of services provided by third parties shall be invoiced separately if they are initiated by the Customer or are prescribed by law.
- (2) If a service is invoiced according to weight, then the weight invoiced shall be the weight determined by the calibrated weighing equipment operated by the Contractor or a subcontractor. The Customer shall not be entitled to lodge a complaint if the weights calculated by the weighing equipment deviate within the standard tolerance levels. This shall also apply if the weighing equipment is shown to have calculated an incorrect weight.
- (3) Prices quoted do not include VAT. Should the necessary conditions be satisfied, then billing shall be carried out according to the reverse charge mechanism. Should the principles governing transactions treated as an exchange apply to the contractual relationship or should a transaction be classified as taxable in terms of VAT at a later date, then the Customer shall co-operate as necessary to ensure that this is settled and accounted for (e.g. invoicing) in the correct manner, even after the contractual relationship has come to an end. Having been provided with proof, the Customer shall reimburse the Contractor any subsequent increase in VAT or decrease in input tax charged.
- (4) Unless otherwise agreed, invoice amounts are payable in full immediately without any deductions. In the case of delayed payment on the part of the Customer, then the Customer shall be liable to pay the relevant charges and the statutory rate of interest in force at that time on arrears. The Contractor expressly reserves the right to claim for further damages caused by delayed payment.
- (5) If payments are made by SEPA direct debit, then the Contractor has the right to send the Customer the pre-notification less than 14 days before the due date.
- (6) If the parties agree to use the credit note procedure, then the deliveries/services shall be settled based on the delivery note/proof of service rendered. This shall list the deliveries/services according to type and amount, net price, rate of VAT and amount of VAT for each delivery note/proof of service rendered as well as the total sum. The agreement to use credit notes can be terminated by either party observing a notice period of 6 weeks to the end of a month. If the recipient of the credit note disagrees with one or several of the credit notes issued or should some other action taken by the recipient of the credit note result in the issuer of the credit note no longer being able to deduct input tax as per the 'UStG' [German Value Added Tax Act], then the recipient of the credit note shall compensate the issuer of the credit note for any losses resulting from this. The recipient of the credit note must inform the issuer of the credit note of any changes to its VAT obligations immediately. The issuer of the credit note shall, at its request, be reimbursed any unduly paid amounts or shall offset these amounts against existing claims.

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- (7) A sample of the liquid silver-containing material is taken at the place of origin for analysis. If requested, the Customer can receive a duplicate of the sample for control purposes. The silver content of the samples and of the other materials that contain silver is determined using generally accepted measuring techniques or by grading it into silver content categories. The silver content shall be considered to have been accepted by the Customer if the Customer does not object within 14 days of invoicing. The cost of any additional analysis carried out by the Customer shall be borne by the Customer.
- (8) The credit note for the silver can either be paid out in euros when it is billed – the amount being the purchase price on the day it was received minus a hedging fee – or credited to an account set up by the Contractor and then paid out whenever requested.
- (9) In the case of delayed payment, the Contractor has the right to discontinue the provision of its services 10 working days after the receipt of the second payment reminder.

> 7 Price Adjustments

- (1) If the costs used to calculate prices – in particular wages and non-wage labour costs, energy costs, taxes, public charges, the relevant raw material price indices and the cost of services provided by third parties (e.g. waste disposal/recycling facilities) – change for continuous contractual obligations or for services that are to be provided for the first time 4 months after the conclusion of the Contract, then the Contractor has the right to adjust the Contract to take the new conditions into account.
- (2) Should, during the contractual term, additional costs be incurred due to amendments to statutory regulations, official requirements and/or fees and other charges, then the Contractor has – having provided proof of such increases – the right to demand that the conditions be amended accordingly to account for the cost increases from the point that such amendments come into force.
- (3) The Customer must be informed of such adjustments and an explanation must be given to him for the reasons behind said adjustments. Should a price adjustment carried out in accordance with Paragraphs 1 & 2 amount to an increase in costs of more than 10% of the price agreed, then the Customer has the right to terminate the Contract by observing a notice period of 4 weeks to the end of a quarter.

> 8 Liability

- (1) The Contractor shall be fully liable for damage resulting in loss in life, personal injury or physical harm which is caused by a breach of contract and involves wilful intent, gross negligence or malice. The Contractor shall not be liable for other damage caused by ordinary negligence unless such damage is the result of a breach of obligations and the fulfilment of the breached obligations is of particular importance to achieving the purpose of the Contract and which the Customer can expect to be carried out on a regular basis. In such a case, liability shall be restricted to foreseeable direct average damages according to the type of service provided that are typical for such a Contract. This shall also apply to representatives and agents.
- (2) As far as allowed by law, the Contractor shall not be liable for consequential damage, indirect damage or for a loss in profits.
- (3) The Customer shall be liable to the Contractor for the accuracy of the information it gives. The Customer shall reimburse the Contractor all additional costs that arise as a result of inaccurate data. Moreover, the Customer shall be liable to the Contractor for all damages caused by the Customer or its personnel as a result of breaching a contractual obligation and, if required, shall indemnify the Contractor against any third-party claims resulting from this.

> 9 Assignment, Offsetting, Right of Retention

- (1) The Customer shall only have the right to assign its claims – either fully or partially – against the Contractor if prior approval has been given by the Contractor.
- (2) The Customer may only set off the Contractor's claims with a counterclaim, if the counterclaim of the Customer is deemed to be undisputable or has been adjudicated or is closely related to the Contractor's claim. The Customer is only authorised to exercise a right of retention if its counterclaim is based on the same contractual relationship.

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> 10 Term of Agreement & Termination

- (1) Unless otherwise agreed, the Contract shall be valid for a period of 2 years. It shall automatically be extended for a further year at a time, unless it is terminated in accordance with the 3-month notice period.
- (2) The right of both contractual parties to terminate the Contract without notice for good cause remains unaffected by this. Good cause is in particular – if the Customer is insolvent or bankruptcy proceedings are initiated for its assets or such proceedings are rejected due to a lack of assets in accordance with Section 26 "InsO" (German Federal Insolvency Law) – if commercial credit insurance can no longer be taken out for the Customer – if a party is found to be in serious or repeated breach of its fundamental contractual obligations.
- (3) Notice of termination must be given in writing (e.g. by letter or email).

> 11 Force Majeure

- (1) The obligation of the Contractor to perform the services agreed ceases if it is impossible for the Contractor to render the performance owed or it becomes significantly more difficult for him to do due to circumstances beyond his control (e.g. acts of God or other circumstances such as strikes, lock-outs or governmental actions).

> 12 Data Privacy Protection

- (1) The Contractual Parties shall acquire, process and use any data collected in connection with the Contract in accordance with data protection regulations. Should such data include personal data – as defined by the General Data Protection Regulation (GDPR) – then the person affected shall be expressly informed of this.

> 13 Final Provisions

- (1) Unless otherwise agreed, any changes or additions to the Contract must be made in writing (e.g. by letter or email) for them to become effective.
- (2) Should one or several provisions of these General Terms & Conditions be or become null and void or unenforceable, then the remaining provisions shall continue in full force and effect. Both contractual parties acknowledge and agree to replace any provisions which are null and void or unenforceable immediately with provisions that shall reflect as closely as possible the intention of the invalid provisions. The same shall apply in the case of a gap in the contract.
- (3) As far as allowed by law, the place of jurisdiction shall be the place of business of the Contractor. There shall be no recourse to a Consumer Arbitration Board to settle a dispute.

THESE GENERAL TERMS & CONDITIONS ARE ISSUED IN GERMAN AND ENGLISH. IN CASES OF DOUBT, THE GERMAN WORDING SHALL PREVAIL.