

Terms and Conditions Keske Entsorgung GmbH

I. General Terms

All deliveries, services and offers of Keske Entsorgung GmbH are governed by these Terms and Conditions. They also apply to all future business relations even if they are not explicitly agreed upon again. With the acceptance of the goods or services, if not before, the client agrees to these Terms. Counter confirmation of the client with reference to their own Terms and Conditions are herewith excluded. Deviations from these Terms and Conditions are only valid if Keske Entsorgung GmbH has agreed to them in written form.

II. Object of Agreement

With immediate effect, Keske Entsorgung GmbH will take over the management of any waste in the client's sector according to the agreements in this contract. Objects of agreement are only those types of waste which are defined above by the client. Apart from these listed materials, no other types of waste may be filled into the containers. The client is liable for ensuring that no third party puts any waste into the container that is not agreed on in this contract.

III. Setting up Containers

Keske Entsorgung GmbH will provide the client with suitable containers for the gathering of the waste. The containers will remain the property of Keske Entsorgung GmbH. For setting up the containers, the client will provide a suitable location with sufficient access to it on a solid surface. The client is responsible for ensuring that the containers are filled, properly handled and sufficiently secured in its location. If the setting up of the container requires a special utilization permit or any other official permission, the client will have to acquire this permit at his own expense. The client is responsible for the adherence to traffic regulations and their observance. The client is liable for any damage to the container or accessories and for the loss of the container or accessories. Any reloading, delays or additional costs caused by incorrect loading of the container or by loading by third parties will be done at the client's expense. Keske Entsorgung GmbH reserves the right to exchange the container at any time. In case of termination of the contract, Keske Entsorgung GmbH has the right to reclaim the container immediately. The set up containers are only to be transported by Keske Entsorgung GmbH. Any costs for the cleaning of dirty or contaminated containers will be done at the client's expense, if it cannot be cleaned by conventional methods.

IV. Responsibilities and Impediments to Performance

For the relinquishment of the waste, an effective statement of acceptance by Keske Entsorgung GmbH is necessary. If the acceptance of the waste is not possible, the client is responsible for its disposal by a third party, using the containers supplied to him, at his own expense. If an impediment of performance that is unacceptable by both parties has existed for more than three months since reporting, both parties have the right to cancel the contract immediately. Keske Entsorgung GmbH has the right to have the services stated above carried out by a third party. The rights and duties of the client are not transferable. The obligations transferred to Keske Entsorgung GmbH do not release the client from its liability for the waste. Any actions performed by Keske Entsorgung GmbH in addition to the actual contractual obligations, e.g. taking of samples, analyses, etc., are carried out entirely to fulfill the public obligations of Keske Entsorgung GmbH. This does not justify and claims by the client or by third parties. The scope of services does not include any additional services that are due to future changes in law, e.g. additional permits, analyses, etc. The additional expenditure happens at the client's expense. The client is solely liable for the adequate labeling of the waste. The same applies if Keske Entsorgung GmbH is authorized to perform representation towards third parties. Keske Entsorgung GmbH has the right to reject or properly dispose of any waste that differs, in its state, from the contents listed in the responsibility statement. Any additional cost caused by this will be at the client's expense. With the takeover of the waste, the waste that is to be recycled/disposed of, should it be the client's property, becomes the property of the firm accepting the order. Excepted are those wastes that are not included in the agreed declaration.

V. Dates

Periods and deadlines for the performance of services have to be agreed upon in writing. Should Keske Entsorgung GmbH not be able to meet the dates, the following shall be deemed to have been agreed upon: If any possible delay is beyond the control of Keske Entsorgung GmbH, the mutual contractual rights and obligations remain until a termination is declared according to IV. If Keske Entsorgung GmbH is responsible for the delay, the client has the right to terminate the contract, after giving Keske Entsorgung GmbH a reasonable respite and that having expired without result. All further claims by the client are explicitly excluded unless the non-fulfillment of the deadlines is done by Keske Entsorgung GmbH willfully or by gross negligence. The obligations of the contractor rest as long as the performance of the service is unreasonable or impossible due to factors that are beyond its control (e.g. vise major or similar events like e.g. strikes, lock-outs or orders of authorities).

VI. Prices and Payment Terms

The agreed prices are net prices plus the statutory value added tax. They only refer to the services of Keske Entsorgung GmbH and do not include any possible cash expenses, fees for official permits or costs for third party services. These costs are charged to the client separately. The client will be charged for any empty trips caused by himself.

The services performed for the client will be charged immediately. Invoices are to be paid within 10 days after reception. If the payment target is exceeded, Keske Entsorgung GmbH is entitled to charge the statutory default interests. This does not exclude the enforcement of further claims. Keske Entsorgung GmbH reserves the right to charge reminder due fees starting with the first reminder.

VII. Remuneration and Price Adjustment.

Factors for the adjustment of prices are the development of wages and salaries, fuel costs as well as taxes, duties and fees. Should wages and salaries including all additional costs increase, this increase can be passed on to the client. The same goes for changes in fuel costs. Increases in fuel costs can be passed on to the client. Any increase in disposal costs (e.g. fees at landfills, recycling, etc.) will be part of an adjustment in prices. A change in the composition of the wastes can lead to an increase in the disposal costs.

Any claims to the client resulting from the adjustment of prices have to be asserted in writing. The client can object to these claims in writing within 10 days after reception. If he fails to object in due time, the adjusted prices will be treated as agreed upon starting with the date stated in the price adjustment letter. If the client objects effectively, both parties have the right to terminate the contract within one month with an additional deadline of three months. An adjustment of prices does not occur in that case.

After cancelling, the client is not entitled to any claims to performance or damage claims resulting from the termination of the contract unless the termination of the contract was caused willfully by Keske Entsorgung GmbH or through gross negligence.

Regardless of the above rules of adjustment, Keske Entsorgung GmbH is entitled to increase the prices resulting from an increase in disposal and recycling costs due to changes in municipal or private fees. The client will be charged the surplus amount, since the prices stated overleaf are based on the disposal costs existing at the date the contract was concluded. A termination of the contract in this case is excluded.

VIII. Liability

Any damage claims against Keske Entsorgung GmbH, irrespective of legal ground, are limited to the amount corresponding to one month's remuneration. This limitation does not apply if Keske Entsorgung GmbH or its agents acted willfully or through gross negligence.

IX. Contract Period and Termination

The contract, unless explicitly limited to a one-time service, is concluded for an indefinite period. The earliest possible termination of the contract will be after two years. The contract prolongs automatically one year, if not terminated with 6 months notice. The termination needs to be in written form.

The right to a termination without notice remains. Each contracting party has the right of termination without notice if one of the contracting parties repeatedly violates its contractual obligations stated above, despite a two time written admonition.

The right to an extraordinary termination without notice according to the agreements in this contract remains.

X. Supplementary Agreements

Any supplementary agreements and subsequent changes of contract shall only be valid if done in writing. This excludes any remuneration adjustments already agreed upon in this contract where the amount had not yet been defined.

XI. Partial Invalidity

In the case of the invalidity or partial invalidity of individual clauses in the contract, the validity of the other clauses of the contract remains unaffected. The clauses that have become invalid are to be replaced by an understanding which economically and legally comes closest to the invalid clauses.

XII. Place of Performance and Jurisdiction

Place of performance and jurisdiction will be Braunschweig, if permitted by law.