

General Terms & Conditions regarding Transport Services Providers

last updated 28th February 2019

1. Validity

- 1.1. Services and offers of the Haulier to Ependys GmbH (herein referred to as "Ependys") and to the Haulier by Ependys shall be governed by these general terms and conditions on transport. These are part of all contracts, which Ependys shall execute with its contract parties that provide transport services (herein called "Hauliers") regarding the services offered by/to the Haulier. They also hold valid for any future services and offers of the Haulier to Ependys and vice versa, without the requirement for being again expressly agreed upon.
- 1.2. These transport terms and conditions apply exclusively. Any client terms which differ from or contradict these general terms and conditions shall not be accepted by Ependys, unless Ependys has in writing conceded to doing so.

2. Prices and Invoicing

- 2.1. The prices quoted by Ependys are net prices, excluding any applicable statutory value added tax.
- 2.2. The freight price accounts for all costs incurred by the transport. These include, for example, tolls, idle time, and loading and unloading. They may or may not include customs costs, depending on the applicable Incoterms.
- 2.3. Invoices and credit notes shall contain the order number or load number issued by Ependys. The invoice shall be accompanied by all necessary documents for the assessment of the contractually agreed delivery of the goods (materials). Those are weighing scale report, acceptance report, delivery note, bill of lading (waybill) and Annex 7 (EC Regulation 1013/2006). Any delays caused to Ependys by any of those documents being missing, incomplete, or false shall cause the invoice settlement periods to extend, to account for the corresponding delays.

3. Contractual Terms, and Sub-contracts

- 3.1. The Haulier undertakes to transport the goods specified by Ependys according to a) these terms and conditions, and b) any executed transport agreements, and the related transportation documents (in particular, consignment note/bill of lading, and way bill); and to deliver the goods to recipients defined in the transport order or otherwise individually instruction provided by Ependys.

- 3.2. The Haulier is entitled to carry out the transport himself, and in addition sub-contract third-parties for that purpose -in accordance with statutory requirements.
- 3.3. When sub-contracting third parties (e.g. for shipment, or storage), the Haulier shall immediately provide Ependys with the name and address of those third-parties (sub-contractors).

4. Safety and Environmental Protection

The Haulier shall fulfil any regulations currently applicable to the transport of waste, particularly the requirements of national, statutory/sub-statutory regulations of the countries in which the material is transported, international regulations, and orders by the competent authorities in relation to waste and the environment.

5. Validity General Terms of Haulier, and Fulfilment of legal provisions

- 5.1. Unless otherwise agreed, the general requirements for transporters of the country in which the Haulier has its registered office apply.
- 5.2. Freight forwarders shall fulfil all statutory and contractual provisions (both his own and the ones herein) in respect to the arrangements and delivery of the transport service.
- 5.3. The Haulier shall ensure that sub-contractors employed by him shall fulfil the legal and contractual provisions of paragraph 5.2.

6. Liability

- 6.1. The Haulier liability is subject to these general terms and conditions for transport, as long as those comply with the statutory legal provisions. Otherwise, the Haulier is liable according to the statutory regulations applicable to transport (e.g. CMR, CIM, SMGS etc.).
- 6.2. There shall not be provided carrier insurance in addition to the third-party insurance of the Haulier.

7. Loading, Unloading, and Transport

- 7.1. The Haulier has to provide for the safe loading and unloading of the goods and their sufficient supervision/guarding. The sufficient supervision/guarding is defined each time by the requirements of the subject transport activity. The

Haulier shall ensure compliance with applicable labour, and health and safety regulations.

- 7.2. The Haulier shall inspect vehicles for road safety and completeness of equipment, in advance of the transport. The statutorily required equipment and/or equipment specified by the transport order shall be made available by the Hauler until the completion of the transport.

8. Transport Processes

- 8.1. The loading (pick-up) and delivery dates are legally binding. Unloading of the goods at the point of unloading outside the provided operating times requires the consent of the off-taker (recipient). Any costs incurred due to the unloading outside of the operating hours shall be met by the Haulier.
- 8.2. Shall any delays occur, the Haulier shall immediately notify Ependys about them.
- 8.3. The Haulier shall depart from the pick-up location of the Goods, only if he has received clearance for doing so by Ependys. The Haulier may be held responsible for any costs or damages caused due to leaving the pick-up location without Ependys' clearance.
- 8.4. Ependys has the right to change the agreed pick-up date and/or time by giving at least a 3-day notice, by means of paper or electronic message (email), or a telephone call. Any reasonable, proven costs incurred by the Haulier, which were not to avoid by means of exercising reasonable efforts by the Haulier under normal operating conditions, shall be met by Ependys. The Haulier shall, to this effect, provide in writing a careful estimate of the incurred costs within 1 working day following the submission of the notice by Ependys.

9. Data Protection

- 9.1. Ependys stores contractual data in accordance with the German Federal Data Protection Act and reserves the right to share data with third parties (e.g. insurances) for the supplies of goods and services to Clients.

10. Force Majeure

- 10.1. Neither the Haulier nor Ependys shall be liable for any breach of their obligations stipulated in this document due to causes beyond their reasonable control including, but not limited to fires, labour disputes (of their own or other employees), insurrection or riots or delays in transportation, inability to obtain supplies, acts of terrorism or regulations of any civil or military authority.

11. Amendment

- 11.1. Any alterations of addenda hereof, if agreed among the Parties (Ependys and Haulier), shall be deemed as valid only on the condition of being made in writing, and executed by authorised representatives of the parties hereto. Such addenda or amendments will form an integral part hereof.

12. Applicable Law, Disputes Venue

- 12.1. These Terms and Conditions have been developed and shall be governed and construed in accordance with the laws of the Federal Republic of Germany except for the UN Sales Convention and the conflict rules of IPRG. The applicable, contractual and business language is English. The language to be employed in any legal proceedings will be German.
- 12.2. The proper venue for all disputes arising from the arrangement and performance of the present contract is the location in which Ependys has its registered office. Any mandatory provisions of applicable law providing for exclusive jurisdiction shall remain unaffected by this clause.
- 12.3. Should legal proceedings take place, the party to be found guilty by the courts will cover all pertinent fees, costs and expenses.

13. Severability

- 13.1. If individual provisions in this document should be void, ineffective, incomplete or unenforceable, this shall not affect the validity of the document in other regards. In this event, an effective, complete and enforceable provision, which approximates to the purpose of the invalid provisions, will apply. This will also apply in the case of an omission in the provisions.