

MARIVERS



General Terms & Conditions for Clients (Buyers of Goods/Services)

last updated 31th May 2021

1. Validity

- 1.1. Supplies (Goods), services and offers carried out by Ependys Marivers GmbH (herein referred to as "Ependys Marivers") shall be governed by the general terms and conditions provided herein. These are part of all contracts/agreements, which Ependys Marivers shall execute with its contracting parties (herein called "Clients") regarding Ependys Marivers supplies and services. They hold valid for any supplies, services and offers, without the requirement for being again expressly agreed upon.
- 1.2. These general terms and conditions apply exclusively. Any Client terms which differ from or contradict these general terms and conditions shall not apply, unless Ependys Marivers has in writing conceded to doing so.

2. Prices, Invoicing, and Services Provision

- 2.1. The prices quoted by Ependys Marivers are net prices, excluding any applicable statutory value added tax.
- 2.2. Invoices shall be issued by Ependys Marivers following delivery of the Goods to the Client, and the timely submission of a Delivery Note document by the Client to Ependys Marivers. Ependys Marivers shall provide the Client with a Delivery Note document the latest upon delivery of the Goods to the Client.
- 2.3. Invoices submitted by Ependys Marivers shall be settled within the defined settlement period, without any reduction. Should the Client default/delay in payment, interest will be charged at 10 % per annum (effective), or 0.02 % per day (effective) plus an administration fee of 10 € per issued interest charge note. Interest charges will be notified to the Client at the end of each month and must be settled immediately. Ependys Marivers may not send payment reminders to the Client. Ependys Marivers reserves the right to assert any further damages due to payment default/delay.
- 2.4. If the Client is in default of payment of any claim, all other claims towards the Client can be declared due and payable.
- 2.5. Unless otherwise agreed, invoices are issued based on the weight of the Goods (Supplies) upon their shipment from the pick-up location. Should the Client, upon delivery of the Supplies, record a weight that is less than the weight recorded at the pick-up location by at least 1 % or 100 kg (whate-

ver is smaller), invoicing will be carried out according to the weight recorded by the client.

- 2.6. The Goods' weight, set as per clause 2.3 above, shall be corrected further and directly proportionally to the identified weight disadvantage, should the Client, upon delivery of the Goods;
 - 2.6.1. discovers rejects (waste) at the surfaces of or within the bales of the Goods that account for at least 1 % of the Goods' weight or 100 kg (whatever is smaller); or
 - 2.6.2. visually rejects entire bales that account for at least 1% of the Goods' weight or 100 kg (whatever is smaller); or
 - 2.6.3. establishes a moisture content that is at least 1 % of the Good's weight, or equals to 100 kg (whatever is smaller); or
 - 2.6.4. record a sum of weight of rejects (as per 2.4.1) and weight of rejected entire bales (as per 2.4.2) and moisture (as per 2.4.3) that is at least 1 % of the Goods' weight, or 100 kg (whatever is smaller).
- 2.7. The Client shall communicate to Ependys Marivers the weight of the Supplies, including any reductions due to identified weight disadvantages) recorded at the Client's facilities within 2 (two) workdays from delivery of the Goods. Communication will take place by returning to Ependys Marivers the Delivery Note document provided by Ependys Marivers to the Client. Ependys Marivers has the right to invoice based on the weight recorded at the pick-up location, should the Client fail to return the Delivery Confirmation within the specified deadline of two workdays from delivery.
- 2.8. Applications (claims) for price reduction due to visually identifiable defects in the Goods that should be considered in invoicing must also be recorded by the Client in the Delivery Note document provided by Ependys Marivers.
- 2.9. The weight of the Goods shall be determined by using a weighing scale that is verified for use in legal metrology.
- 2.10. Ependys Marivers is entitled to render the agreed services entirely or partly by means of employing subcontractors.
- 2.11. Ependys Marivers is entitled to selling and assigning receivables from supplies of goods and services to a third party.

3. Transfer of risk

- 3.1. Ependys Marivers delivers the goods to the Client based on Incoterms (e.g. Ex-Works, CFA, FOB etc.) agreed in the corresponding Purchase Order or otherwise.
- 3.2. The risk of deterioration and of accidental destruction of goods is transferred to the Client upon the delivery of the goods to the Client by Ependys Marivers.
- 3.3. Should the delivery of the goods be delayed due to circumstance within the Client's control, the risk of deterioration and accidental destruction of goods is transferred to the Client on the day on which such delay commences. Ependys Marivers is entitled to compensation for the damages incurred to this extent, including all relevant expenditures (e.g. storage costs). Further claims and rights remain unaffected.

4. Warranties and Goods' defects

- 4.1. All permissible security agreements that commonly apply to this industry sector are valid, including the retention of title (ownership) with its forms of expansion and renewal.
- 4.2. Ependys Marivers provides no warranty as to the outcomes, which can be obtained by using the supplied Goods and/or the products manufactured with them.
- 4.3. Under no circumstances whatsoever shall Ependys Marivers be liable for loss or damage arising from any use of the products manufactured using the Goods.
- 4.4. In the event that Ependys Marivers is liable on any grounds, it is agreed that the ceiling for damages shall be the cost (value) of the subject Goods charged to the Client.
- 4.5. Data provided by Ependys Marivers about the goods or services to be supplied (e.g. available amounts, properties, and other technical data), pictorial material (e.g. drawings and illustrations) and samples are indicative, but approximate, unless agreed otherwise. Customary deviations from the provided data, and any other deviations, which are the result of legal requirements or technical advances, as well as the replacement of components of the Goods with equivalent components, are permitted, if the contractually agreed uses of the Goods is not compromised.
- 4.6. The Client, or a third party designated by the Client, shall carefully examine the delivered goods upon or immediately after their delivery. The goods are deemed to be approved by the Client regarding defects that may be identified by a prompt and careful visual examination, if Ependys Marivers has not received a complaint, within 2 (two) workdays from the date of the delivery of the goods. Concerning defects that cannot be visually identified, the Goods are deemed to be approved by the Client, if Ependys Marivers has not received a complaint by the Client within 60 (sixty) days from the date of the delivery of the Goods.
- 4.7. In the event of a claim, the Client must, without delay, grant Ependys Marivers the opportunity to inspect the goods concerned. Claims must be accompanied by photos and, if possible, a video. Such pictorial material will serve the identification of the load, and the proving of the type and extent of the claimed defects.
- 4.8. Should Ependys Marivers requires to inspect the Goods, the Client shall set aside the subject Goods, in order to be inspected by Ependys Marivers, or by a third party appointed by Ependys Marivers. Such inspections are to be carried out within 20 (twenty) workdays from the date on which Ependys Marivers has received the corresponding complaint from the Client, unless agreed otherwise. The subject Goods shall be kept in such a manner as to preclude any alterations and/or deterioration of same. The Goods shall be marked by using high visibility tape. The Goods shall comprise all supplied mass, except for part of the Goods that may be used by the Client for its own, initial evaluation. Failure to comply with these obligations shall prevent the Client from making any claim (i.e. request for compensation and/or replacement of the Goods).
- 4.9. Should the Goods in question be found to not comply with the agreed quality, the costs of the inspections shall be borne by Ependys Marivers. In the over situation, they shall be borne by the Client, inclusive of the cost for the participation in the inspection activity of a representative of the Goods' original producer (e.g. sorting plant).
- 4.10. Should the subject Goods found to be off specification, its price shall be reasonably adjusted. If the Client and Ependys Marivers agree on an adjusted price, the Goods will remain with the Client, at the adjusted price. Alternatively, the Goods shall be collected by Ependys Marivers or a third party subcontracted by Ependys Marivers and be removed from the Client's premises as soon as reasonably possible. While the Goods await collection by Ependys Marivers, the Client shall make every reasonable effort to ensure that they do not undergo any further quality deterioration due to weather or other conditions.

5. Cooperation Obligations

- 5.1. The Client shall support Ependys Marivers with any required verification process regarding the materials supplied, and, upon Ependys Marivers request, make available the necessary documentation, free of charge.
- 5.2. If sales tax exemption or simplification regulations apply, in case of cross-border deliveries, upon Ependys Marivers request the customer shall provide necessary supporting documents, free of charge. Any taxes or charges accessory to taxes (e.g. interest, and default charges) that Ependys Marivers suffers as a result of the violation of cooperation duties by the Client shall be borne by the Client.
- 5.3. The Client shall fulfil any waste regulations currently applicable to the service he performs (e.g. waste transport, recovery, and disposal), particularly the statutory requirements of the national waste and recovery law, sub-statutory regulations, and orders by the competent authorities.
- 5.4. In the event where Ependys Marivers sells material to the

client on a CIF basis, following the provision of release documents by Ependys Marivers, the client shall be responsible for any costs incurred through failing to return containers to port within the specified free time.

6. Confidentiality and Non-Compete

- 6.1. Both Ependys Marivers and the Client shall be a "Disclosing Party", with respect to Confidential Information, which that Party discloses to the other Party, and a "Receiving Party", with respect to Confidential Information, which that Party receives from the other Party. „Confidential Information“ shall mean any private, confidential, trade secret or other proprietary information relating to any actual or anticipated business affairs of Ependys Marivers/the Client, disclosed verbally or in writing, or in electronic form. Confidential Information does not include any information that
- was known to the Receiving Party before receipt from the Disclosing Party;
 - at the time of the disclosure by the Disclosing Party, was in the public domain;
 - is or becomes generally available to the public through no breach of the Terms and Conditions herein;
 - is similar to information that was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party, as evidenced by written record other than through prior disclosure by the Disclosing Party; or
 - is independently developed by the Receiving Party without the use of any Confidential Information from the Disclosing Party.

The Receiving Party shall have the duty of proof of the aforementioned exceptions.

- 6.2. For a period of 3 (three) years from the disclosure of Confidential Information, the Receiving Party in each instance shall not, directly or indirectly, disclose, disseminate, publish, divulge or otherwise reveal any Confidential Information, and will take all reasonable steps to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorised persons. The Receiving Party will not disclose Confidential Information to anyone, but only to its employees, agents and business partners that are absolutely necessary to have access to such Information for the conduct of business agreed between the Receiving Party and the Disclosing Party. In addition, the Receiving Party shall ensure that employees, agents and business Partners to whom it discloses Confidential Information obey by the same Terms and Conditions regarding confidentiality, as the ones referred to herein. If the Receiving Party wishes to pass Confidential Information to a legal or natural person (other than its employees, agents and business partners), the Receiving Party shall obtain permission by the Disclosing Party, subsequently notify the Disclosing Party of passing the

Confidential Information, and ensure that the subject legal or natural person treats Confidential Information as per the Terms and Conditions herein.

- 6.3. During the term defined in Section 6.5 below, the Client shall not, directly or indirectly, either for itself, or on behalf of, or in conjunction with any other person, contact, deal with, source and/or accept Goods/services competitive or similar to the Goods/services offered by, manufactured by, or supplied by Ependys Marivers, from "New Suppliers" as defined in Section 6.4 without the specific written approval of Ependys Marivers.
- 6.4. "New Suppliers" shall be any suppliers, sellers, or principals (in particular but not limited to sorting plants, recyclers, re-processors, and compounders), whose identities were disclosed to the Client by Ependys Marivers in connection with the parties' contractual relationship and with whom the Client, at the time of the disclosure of their identities, had not been in business contact during the last 2 (two) years from such disclosure.
- 6.5. The non-compete clauses 6.3, 6.4 and 6.5 shall apply for a period of 12 (twelve) months from the point in time at which either Ependys Marivers (or its agents or associates) disclosed the identity of a "New Supplier" to Client, or Ependys Marivers last served the Client with Goods/services from the "New Supplier" (whichever of these two points in time has occurred most recently). Irrespective of the fact that the contractual relationship between the Client and Ependys Marivers may last longer, the term of the supplier protection shall expire 5 (five) years after the identity of the "New Supplier" was disclosed to the Client by Ependys Marivers.

7. Data Protection

- 7.1. Ependys Marivers 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.

8. Force Majeure

- 8.1. Neither the Client nor Ependys Marivers 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.

9. Amendment

- 9.1. Any alterations of addenda hereof, if agreed among the Parties (Ependys Marivers and Client), 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.

10. Applicable Law, Disputes Venue

- 10.1. 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.
- 10.2. The proper venue for all disputes arising from the arrangement and performance of the present contract is the location in which Ependys Marivers has its registered office. Any mandatory provisions of applicable law providing for exclusive jurisdiction shall remain unaffected by this clause.
- 10.3. Should legal proceedings take place, the party to be found guilty by the courts will cover all pertinent fees, costs and expenses.

11. Severability

- 11.1. 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.