

General Terms and Conditions for Waste Disposal (AEB) of RWE 01/2023

In addition to the General Terms and Conditions of Purchase and Payment (EZB), these General Terms and Conditions of Disposal (AEB) shall apply.

1. Scope / conclusion of contract

Purchase orders by an RWE-Company - hereinafter referred to as the "Client" - for waste management (disposal and recycling of waste) shall be placed subject to these General Terms and Conditions of Waste Disposal and also subject to any supplementary terms and conditions which may be stated in the purchase order.

Any deviating terms and conditions of the Contractor shall not become part of the contract even if the Client has not expressly rejected them in the individual case or the delivery (goods/services) has been accepted. Any confirmations made by the Contractor with reference to its terms and conditions of business shall be herewith contradicted.

The Contractor shall examine the purchase order and immediately point out any errors or ambiguities in writing. If the Contractor does not accept the purchase order within a period of 10 days, the Client shall be no longer bound to its request. This purchase order shall be placed only on condition that the Contractor has obtained all the licenses required to process the purchase order.

2. Subcontractors

If the Contractor on its part would like to commission third parties to provide the services, this shall require the prior written consent of the Client. Correspondingly, this shall apply to the change of or the use of further subcontractors. The Contractor shall pay all the costs and damages caused by any breach of these obligations. The Contractor shall impose the obligations defined in these terms and conditions on every subcontractor used by the Contractor with the written consent of the Client in order to fulfil these obligations. In the event that the Client agrees to the use of a subcontractor, the Contractor shall remain fully responsible for the provision of the contractually agreed services. Insofar as the waste to be disposed of includes hazardous goods pursuant to the German regulations governing the transport of dangerous goods by road, rail and inland water transport (Gefahrgutverordnung Straße, Eisenbahn und Binnenschifffahrt (GGVSEB)), the Contractor undertakes to employ only staff with sufficient knowledge about hazardous material or to train the staff in accordance with Chapter 1.3 ADR/RID and to provide evidence thereof at the request of the Client.

3. Transport

Upon conclusion of the agreement, the Contractor shall assure that the Contractor itself and/or the third party commissioned by it (subcontractor) is/are holder(s) of the official notification or permit required in accordance with § 53 or 54 KrWG - German Circular Economy Act - (collector, transporter, trader and broker of waste or hazardous waste) or that they are exempt from the obligation to obtain a permit due to certification as a specialist waste management company in accordance with § 54 Para. 2. The requirements of the Notification and Licensing Ordinance (including reliability, expertise) must be complied with. The Contractor shall inform the Client without delay in writing about any expiry of a licence.

The Contractor is obliged to take along a printout of the notification or permit confirmed by the authority or of the certificate for a specialized waste management company (Zertifikat Entsorgungsfachbetrieb) during every transport.

The Contractor, as owner of the waste, undertakes to comply with its duty of care.

Once the Contractor, or its vicarious agent, has accepted the waste, the risk and the obligation to ensure transportation security as well as the waste management responsibility under public law shall be transferred to the Contractor.

If the waste to be disposed of is dangerous goods, the contractor undertakes to observe and fulfil all obligations under Hazardous Goods Law, with the exception of the obligations of the consignor's customer pursuant to the German regulations governing the transport of dangerous goods by road, rail and inland water transport (Gefahrgutverordnung Straße, Eisenbahn und Binnenschifffahrt (GGVSEB)).

4. Deadlines / acceptance

The delivery times/deadlines of performance indicated in the purchase order shall be binding. The Contractor undertakes to notify the Client immediately if circumstances occur or are identified which indicate that the delivery time agreed upon or the deadline of performance agreed upon cannot be met.

Every waste management service shall require formal acceptance.

Services rendered by the Contractor shall only be accepted by the Client if the services rendered have been performed without defects. A performance record shall be drawn up by the Client regarding the acceptance, which shall be signed by the Contractor and the Client. The acceptance of the performance shall only be deemed to have taken place upon signature by both parties to the contract.

If the waste disposal is carried out within the framework of the acceptance certificate procedure, acceptance shall take place upon receipt by the Client of a copy of the acceptance certificate duly completed by the contractor in accordance with the statutory requirements and signed by him; within the framework of the consignment note procedure with the electronic signature.

In the case of other disposal services, acceptance of the service shall only be deemed to have taken place upon signature of the service certificate by both contracting parties. For this purpose, the Contractor shall provide evidence of the quantities disposed of by means of a weighing card/delivery note and of the hours worked by means of a service certificate signed by the Client. The transports carried out shall be proven by means of signed service certificates. The service certificates must show the date, collection address, container type and waste type with the AVV (Waste Catalogue Ordinance (Abfallverzeichnis-Verordnung)) code.

5. Prices

The prices stated in purchase orders shall be fixed prices. All prices are net, VAT shall be added as applicable. Where no prices are stated, the Client shall reserve the right to recognition of the prices calculated subsequently. Unless agreed otherwise in writing, prices shall include the costs for returning the documents mentioned in Article 4, para. 4.

In the event of a variation of the costs forming the basis of the agreement, the agreement shall only be adapted to the new conditions if these costs are to be attributed to legal stipulations.

In the event of a considerable change of the nature or volume of the waste, the prices shall be adapted by mutual consent of the Contractor and the Client. In order to adapt the agreement, the Contractor shall submit a new offer to the Client taking into account the change of prices. The Client may object in writing to the intended price adjustment within a period of two weeks after receipt of the offer. If the Client objects to the price adjustment, the Contractor shall be entitled to serve notice of early termination of the agreement by the end of the calendar month following expiry of the objection deadline or by a later date. Should the Client object to the price adaptation but nevertheless demand further execution of the order because danger is imminent, the Contractor shall provide these services even though costs have not yet been adjusted. However, the Contractor is entitled to provide the services subject to the demanded additional remuneration.

Any measures taken by the Contractor in addition to the agreed services (e.g. sample analyses) shall exclusively serve the purpose of fulfilling the Contractor's obligations under public law and are on its own account.

6. Liability

The Contractor shall be liable for any breach of duty and the resulting damage unless the Contractor proves that it is not responsible for such breach of duty. The Contractor shall be further obliged to release the Client from any claims for damages by third parties submitted to the Client by such third parties for reasons based on defective delivery (goods/services) by the Contractor, unless the Contractor can prove to the Client that the Contractor is not responsible for the circumstances that caused the loss. The foregoing provisions shall also apply if the Contractor employs a servant or vicarious agent.

In the event that the Contractor makes permissible containers available, these shall be used by the Client within the scope of the legal and contractual provisions and according to the Contractor's instructions exclusively. The Client shall be liable for loss and damage only for the time the containers are located in its sphere. Once the Contractor has taken over the containers, the risk shall be transferred to the Contractor.

7. Insurance

The Contractor undertakes to maintain at its own expense a reasonable employer's liability insurance that includes processing risks and public liability risks for water pollution, and to maintain such insurance for the duration of this agreement until the end of any possible periods of limitations. The minimum cover of the liability insurance shall not be below € 5,000,000 per occurrence of bodily injury, material damage and any resulting consequential damage. The Contractor shall be obliged to provide a corresponding confirmation of coverage from its insurer upon the Client's request.

8. Safety stipulations

In the course of contract execution and implementation, the Contractor undertakes to observe the applicable provisions and recognized engineering standards, especially with regard to occupational health and safety, as well as the provisions applicable under construction, trade and transport legislation (in particular, supervisory

and road safety obligations on construction sites and in other working areas); this shall also apply to the applicable environmental protection regulations. The services shall comply with the laws, regulations and directives prevailing at the time of the performance.

By accepting the purchase order, the Contractor undertakes to subject the waste provided by the Client to proper waste management. To this end, the Contractor shall observe and fulfil the relevant provisions under public law, in particular those of the German Circular Economy Act (Kreislaufwirtschaftsgesetz) with its subordinate regulations (e.g. Ordinance on Waste Recovery and Disposal Records (Nachweisverordnung), Commercial Waste Ordinance (Gewerbeabfallverordnung)), the German Hazardous Goods Law (Gefahrgutrecht), e.g. the German regulations governing the transport of dangerous goods by road, rail and inland water transport (Gefahrgutverordnung Straße, Eisenbahn und Binnenschifffahrt (GGVSEB)) as well as the German Ordinance on Hazardous Substances (Gefahrstoffverordnung).

The Contractor undertakes to dispose of the waste without delay in specifically licensed or permitted plants exclusively.

The Client is entitled to examine whether the Contractor or its subcontractor has fulfilled its public law or contractual obligations. To this end, the Client may, among other things, inspect the record books to be kept by the Contractor or subcontractor under public law and the notice of approval of the plant started up. At the request of the Client, the Contractor shall inform the Client in advance about the transport, suitable vehicles, routes of transport and locations of the respective plants or storage sites, in particular.

In addition to this clause 8, the Supplementary Industrial Safety Conditions (ZB/A), as amended, shall also apply.