

## General Terms and Conditions

### SMT Recycling GmbH

#### 1. Scope

1.1. The scope of these general terms and conditions (in short: "terms and conditions") includes all our offers, legal transactions and other services in the context of our business operations.

1.2. All offers, deliveries and services are made exclusively on the basis of our general terms and conditions. Additional agreements, additions or amendments to these terms and conditions must be made in writing.

1.3. Terms and conditions of the contractor are not recognized, unless we have expressly agreed to their validity. These shall not bind us even if contracts have already been concluded on the basis of the general terms and conditions of the contracting party, if we do not contradict them once again when the contract is concluded or if their validity is stated as an express condition in the general terms and conditions of the contracting party. Also, performance of our performance on our part shall not be deemed as acceptance of the general terms and conditions of the contracting partner which deviate from our terms and conditions. Our contractual partner agrees that in the case of the use of GTC by him in case of doubt our conditions shall be assumed, even if the conditions of the contractor remain uncontested.

1.4. If any provision of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these terms and conditions. In such a case, the ineffective regulation shall be replaced by an admissible and effective regulation, which is usually agreed in comparable cases in accordance with the previous content and purpose.

1.5. All terms and definitions used in these Terms and Conditions are governed by the relevant Austrian laws as amended, in particular the most recent version of the Waste Management Act and the associated ordinances.

#### 2. Offers and acceptance

2.1. Unless otherwise agreed in writing, all our offers are subject to change without notice, without obligation and without binding effect; they are made subject to typographical errors and other errors. Specified terms of delivery and service are non-binding, unless expressly agreed in writing fixed dates.

2.2. Non-standard verbal, telephone, telegraphic, by fax or e-mail business agreements, orders, offers, orders, order changes, cancellations, etc. are only binding for us if they have been confirmed by us in writing. Silence on our part is not considered approval. However, we are entitled, in individual cases, to accept an oral or implied acceptance of an agreement as well as an actual agreement.

2.3. Changes to the order confirmation in relation to the order must be rejected by the business partner in writing (registered letter or fax) within three working days

2.4. A contract offer of a customer requires an order confirmation. If offers are addressed to us, the offeror shall be bound by a reasonable deadline, but at least for ten days from receipt of the offer, unless otherwise specified. Unless otherwise agreed, offers or quotations addressed to us are binding and free of charge.

2.5. Several contract partners of an order are regarded as debtors to the undivided hand.

2.6. We are not obliged to examine the power of representation of the respective undersigned and may assume the legitimacy of the power of attorney.

2.7. By signing the delivery and consignment notes, the contractor confirms the assignment of the carrier to deliver the waste to us in his name and on his behalf.

### **3. Quotations, cost estimates, cost overruns, order changes and additional orders:**

3.1. Cost estimates are made by us to the best of our knowledge, but we do not guarantee their accuracy and completeness.

3.2. Unless explicitly agreed otherwise, cost estimates prepared by us are for consideration. The preparation of a cost estimate does not oblige us to accept an order for execution of the services listed in the quotation. However, a fee paid for the cost estimate will be credited to the order invoice if an order is placed with us on the basis of this cost estimate. Simple oral cost estimates are not binding and free of charge.

3.3. Order changes or additional orders can be invoiced by us without any further conditions at reasonable and customary market prices.

3.4. Plans, sketches, quotations and other documents such as brochures, catalogs, samples, presentations and the like remain our intellectual property. Any use, in particular distribution, duplication, publication and making available, including even partial copying, requires our express consent.

3.5. Should there be cost increases of more than 15% after placing the order, we will inform the client immediately. If there are unavoidable cost overruns up to 15%, a separate communication is not required and these costs can be easily charged. In the event of cost increases of more than 15%, the client must declare the withdrawal in writing within a reasonable period of three working days after receipt of the advertisement. In this case, the client is obliged to remunerate our work to date. If within this three-day period no notice declaring the withdrawal of the contract is given, the announced necessary cost increases shall be deemed (implicitly) approved or we reserve the right to charge for the partial services rendered in order to withdraw from the contract.

3.6. A price estimated or estimated by us after inspection and / or sampling is binding insofar as the quantity and quality of the samples correspond to the actual quantity and quality of the material. If the quantities or qualities of the material change during a current order, a price adjustment

according to the actual additional costs is possible at any time without the consent of the contracting party.

#### **4. Prices**

4.1. All prices quoted by us or agreed with us for the services to be provided by us correspond to the current calculation situation. These prices are understood to be exclusive of all taxes, fees and charges existing at the time of publication or conclusion of the contract, such as legacy contributions, location levy, road pricing, etc., as well as exclusive of statutory value added tax, unless otherwise agreed. All prices are in euro.

4.2. We shall be entitled to raise the agreed prices, which are based on the current disposal, landfill and waste market situation, in the case of changes in the cost bases on which they are based, up to the time of acceptance by the other party. This applies in particular to changes in labor costs due to changes in collective agreements or in-house agreements, changes in other costs associated with the provision of services (such as materials, energy, transport, external work, financing, etc.). Modification or reintroduction of fees, taxes and / or duties and the like (such as legacy contribution, location tax, road pricing, etc.) entitle us to make any such adjustments at any time.

4.3. The value of our claims, including ancillary claims against the contractor is expressly agreed. The benchmark used for the calculation of the value stability is the consumer price index 2005 published monthly by the Federal Statistical Office Austria or an index which replaces it or is otherwise comparable. Calculation basis for the respective contract is the index number announced for the month of the contract conclusion. However, fluctuations in the index number of up to 3% are not taken into account. This margin shall be recalculated each time the amount is exceeded, but the first index outside the 3% margin shall always be the basis both for the recalculation of the amount claimed and for the calculation of the new margin. The resulting amounts should be rounded up to one decimal place. If, on our part, no assertion of a higher demand resulting from such an index change occurs, there is no conclusive waiver of the value assurance. The claims arising from the value security lapse after three years.

If no reasoned and written objection is raised against our invoice within fourteen days, it shall in any case be deemed approved

#### **5. Payment**

5.1. Unless expressly agreed otherwise in writing, the contracting party is obliged to pay the full price for the services provided by us after rendering the service and invoicing. Unless otherwise agreed, all payments shall be made within fourteen days from the date of invoice, free of deduction in EURO.

5.2. The accounting takes place in accordance with our records, such as weighing vouchers, delivery notes, delivery notes, invoices, etc.

5.3 We may lay partial invoices at our own discretion prior to full provision of services. Additional costs attributable to the contractual partner will be charged by us. About our request, the contracting party has to make a corresponding advance payment.

5.4. A deduction of discount is only permitted on the basis of express written agreement. It shall be canceled if the bank transfer order has not been issued at the latest on the last day of the discount period. Any discounts and discounts granted to the contracting party are subject to the condition precedent of timely and complete payment. If the contractual partner does not make a partial payment within the stipulated deadline with the agreed installment, he loses his entire discount not only in respect of the respective partial payment but also in respect of all payments already made and later to be made.

5.5. If there are reasonable doubts about the solvency or the creditworthiness of the contracting party, we shall be entitled, at our discretion, to withhold deliveries or services until the agreed consideration has been provided, or to withdraw from the unfulfilled part of the contract or at any time - also deviating from the agreed terms of payment - to demand cash in advance, cash, cash on delivery or any other suitable partial or full security deposit.

If the contracting party refuses to pay in advance, etc., we are entitled to withdraw from the contract without further ado and without the contracting party being entitled to any compensation claims. The contracting party is obliged in this case to completely replace our actually incurred expenses. Furthermore, we are entitled to demand payment of outstanding amounts without delay.

5.6. In the case of (also unencumbered) late payment by the contracting party, we are entitled to charge 1.2% default interest per month from the due date. Further claims, in particular compensation for higher interest, remain unaffected. In addition, the contracting party shall be obliged to pay us all costs arising in connection with the recovery of outstanding invoice amounts, insofar as they are necessary for appropriate legal action and reasonable in relation to the claim (in particular reminder, collection, collection, information and Legal fees) to replace; Insofar as we act upstream or solely by means of a reminder, the contracting party undertakes to pay an amount of € 40.00 per reminder and an amount of € 5.00 per half-year for the evidence retention of the debtor's reminder.

5.7. If the customer does not settle invoices in spite of a written reminder and setting a reasonable period of grace, we are entitled to withdraw from the contract and to refuse further acceptance of the waste or to return the acquired waste. All resulting costs (eg transport, storage and handling costs) will be charged to the client.

5.8. Incoming payments shall be credited first to incidental expenses, then to interest and then to our oldest claim due, irrespective of an opposite dedication by the contracting party.

5.9. The contracting party is not entitled to withhold payments due to improper performance in full, but only with regard to an appropriate part. If we offer the contracting party adequate security, this right to partial retention or refusal of payment shall also lapse.

5.10. A set-off against our claims by the contracting party with counterclaims, of whatever kind, is excluded, unless these counterclaims are legally established by court or were expressly recognized by us in writing.

5.11 The contractor further refrains from any objections that would postpone his payment.

## **6. Warranty and damages**

6.1. The contracting party is obliged to immediately check the services provided by us and has to notify us of any defects immediately, but at the latest within fourteen days from the date of rendering of the service under exact specification of the defect, otherwise all warranty, damages, errors and other claims of the contracting party go out.

6.2. The contracting party is solely liable for the consequences and damages that have arisen or will arise as a result of unsuitable containers and / or missing, illegible or incorrect labeling as well as through the introduction of incorrect waste.

6.3. In any case, we are entitled to rectify any defects by improvement or replacement, with the choice remaining with us, within a reasonable period of time. A claim for price reduction is excluded in these cases. In the case of a correction of defects by us, the warranty period is not extended.

6.4. If the contractual partner remedies a defect within the warranty period agreed upon mutatis mutandis (3 months), we shall only have to pay for the costs incurred if we have previously expressly agreed in writing to this improvement by the contractual partner.

6.5. We are not liable for damage resulting from wear and tear, improper use or circumstances beyond normal operating conditions.

6.6. For any delay in the execution of the order or late pick-ups, we assume no liability. The contracting party expressly agrees not to assert any claims for compensation of any kind whatsoever and any legal reason in this regard.

6.7. Our claim under the title of compensation is excluded in cases of slight negligence, this does not apply to personal injury. The contracting party must prove the existence of slight or gross negligence. In any case, claims for compensation become statute-barred one year after delivery of our service or delivery or transfer of risk. The replacement of the lost profit is excluded in any case.

6.8. Any recourse claims that the contracting party or third parties make against us from the title of product liability are excluded, unless the person entitled to recourse proves that the defect was caused in our sphere and was at least caused by gross negligence.

6.9. The application of § 924 ABGB and § 933b ABGB is expressly excluded.  
The existence of the defect is to be proven by the contracting party.

## **7. Data secrecy**

7.1. We, the SMT Recycling GmbH, act as the controller with regard to the processing of the Contractual Partner's data. If a subcontractor is used in order to perform the contract the Contractual Partner's data specified in Item 0. below may be passed on to such subcontractor to the extent necessary for performance of the contract. The subcontractor processes such data in its

capacity of processor under data protection law or in its own capacity as data controller to perform the contract and to fulfil its data storage obligations.

7.2. We shall process the Contractual Partner's data made known to us in the course of concluding the contract solely to perform such contract. The said data may include, without limitations, the name/company name, address, e-mail address, content of the works/services within the scope of the contract as well as invoicing, payment information and credit rating data.

7.3. The data shall be recorded in accordance with applicable data secrecy regulations and on the basis of statutory obligations for data storage, specifically for a maximum of seven years pursuant to Art 132 Austrian Federal Fiscal Code (BAO) and Art 212 Austrian Companies Code (UGB).

7.4. The Contractual Partner shall be entitled to be informed of which of its personal data are processed by us, to have them corrected, deleted or limited in their processing, to object to their processing, especially with regard to its special situation, and to data portability. Such rights may be asserted to SMT Recycling GmbH, Reintalstraße 51a, 8075 Hart bei Graz or by e-mail to [office@smt-recycling.com](mailto:office@smt-recycling.com).

7.5. The Contractual Partner shall furthermore be entitled to complain to a supervisory body, especially in the Member State of its domicile, its workplace or the location of an alleged infringement, if it considers that the processing of its personal data infringes Regulation (EU) 2016/679 (General Data Protection Regulation); in Austria such body shall be the Data Protection Authority (Datenschutzbehörde).

## **8. Applicable law, place of jurisdiction**

8.1. The place of performance for our services as well as for the consideration is the seat of our company.

8.2. All legal transactions concluded between us and our contractual partners, in particular these General Terms and Conditions, shall be governed exclusively by formal and substantive Austrian law. The applicability of the UN Sales Convention as well as of the IPRG including all references is excluded. the contract language is German

8.3. The contracting parties agree to the Austrian, domestic jurisdiction. The place of jurisdiction for all disputes between us and our contractual partners arising out of or in connection with the legal transaction or its dissolution shall be the only competent local court in Graz, Austria). We expressly reserve the right to sue the contracting party at any other possible place of jurisdiction, in particular at the place of business of the contracting party.

8.4. The contractual partner is also obliged to disclose all changes to his business address, as long as the contractual transaction is not completely fulfilled by both parties. In case of omission of this agreement, declarations shall also be regarded as received if they are sent to the last address notified to us.

8.5. These terms and conditions are the basis of all contracts and are applied to all contractual relationships.