

Article 1 General provisions

1. The following General Terms of Purchase for Buying Raw Materials, Recyclables, Wastes or Similar Materials ("GTP Raw Materials") shall apply for the purchase of all raw materials, recyclables, wastes or similar materials by Indo China Europe bvba ("ICE") within the scope of the business relationship between the supplier ("Vendor") and ICE.
2. These GTP Raw Materials shall apply solely. All general terms or selling conditions of the Vendor that conflict with or diverge from these GTP Raw Materials shall not be accepted unless ICE has explicitly agreed to them in writing. These GTP Raw Materials shall also apply even if ICE is aware of Vendor terms that conflict with or diverge from these GTP Raw Materials and nevertheless renders a service owing to the Vendor without reservation.
3. Any individual agreements reached with the Vendor (including side agreements, additions and changes) shall from case to case have priority over these GTP Raw Materials. It shall be decisive that the content of such agreements be set forth in a written contract or confirmed in writing by ICE. Insofar as nothing has been agreed unless otherwise provided in these GTP Raw Materials, legally relevant declarations and notifications, which are to be rendered after conclusion of the contract (e.g. performance, setting deadlines, termination) shall require the written form for their validity.

Article 2 Conclusion of contract

1. Quotations from ICE are without obligation regarding price, quantities and qualities, unless otherwise specified in the quotation.
2. Quotations from the Vendor are only deemed accepted if accompanied by an express declaration to this effect from ICE.
3. Prices shown in the order or in the purchase contract are binding and shall apply, unless agreed otherwise, for delivery "free place of delivery".

Article 3 Terms of payment

1. *Deliveries, for which ICE shall receive payment from the Vendor*
 - a) Insofar as ICE shall receive remuneration for the acceptance of materials which are the subject of the contract, the prices of ICE shall be understood as net prices, which shall be paid with the addition of any accruing statutory value added tax, if applicable.
 - b) Invoices of ICE are due for payment immediately and without deductions. Should the Vendor be in arrears of payment, interest shall be charged at the statutory level under the condition that further damage can be asserted.
 - c) As of the second reminder, ICE is entitled to charge reminder fees of EUR 5.00 per reminder.
 - d) If a discount has been agreed with ICE, a prerequisite for the corresponding discount is that all previous ICE invoices have been paid by the Vendor.
2. *Deliveries, for which ICE shall make payment to the Vendor*
 - a) Insofar as ICE shall pay remuneration for the acceptance of materials which are the subject of the contract, the prices shown in the purchasing confirmation of ICE shall be understood as net prices, which shall be paid with the addition of any accruing statutory value added tax, if applicable.
 - b) ICE shall pay invoices of the Vendor according to the preference of ICE within 14 days with 3 % discount or after 60 days without deduction effective the invoice date.
3. The rendering of accounts and/or issue of credit notes, unless otherwise agreed, shall be based on the weight of the initial goods and the quality estimation of ICE or a third party assigned by ICE for inspecting goods. The invoice and/or credit note shall comply with the legal requirements.
4. The invoice and/or credit note must include the item number of ICE. All necessary documents (e.g. weighing slip, acceptance certificate, etc.) required to check that the delivery has satisfied the conditions of contract must be attached to the invoice.
5. The legal requirements for taxation of sales and for the issuance of invoices and/or credit notes are to be observed. Upon request, evidence and/or declarations of the registered business of the Vendor shall be provided to ICE and be renewed annually. The Vendor indemnifies ICE from all claims by third parties asserted against ICE which arise on account of false particulars provided about its business activity.

Article 4 Securities

ICE is entitled to claim the normal securities according to type and scope for outstanding accounts, also insofar as they are conditional or limited in time.

Article 5 Data protection & anticorruption

1. The Vendor is in agreement that ICE shall gather person-related data by presentation of identification documents for the purposes of invoicing or issuing credit notes as well as in the case of cash payments and store these in accordance with the provisions of the German Federal Data Protection Act.
2. The Vendor is obliged to take all necessary measures to avoid corruption and other unlawful actions. In particular, the Vendor shall take appropriate provisions in his company to avoid violations against statutory norms and own standards.

Article 6 Terms of delivery, delivery dates

1. The agreed terms and delivery dates are binding for the Vendor.
2. The Vendor is obliged to inform ICE immediately in writing if circumstances arise or are foreseeable that agreed dates and delivery terms will not be met.
3. The Vendor is to inform ICE immediately in writing of any delay in delivery by its Vendors or subcontractors. Any dates or deadlines which result shall be borne by the Vendor.
4. In the event of default of delivery ICE is entitled to the statutory rights. In particular ICE is entitled to demand compensation instead of performance after fruitless expiry of a reasonable grace period and to withdraw from the contract. The Vendor is responsible for the default of auxiliary persons and vicarious agents it employs as if this were its own fault.
5. The Vendor must accept adjournments against it. Adjournments can be declared by ICE in writing, by telephone or by some other suitable form (e.g. by email).

6. Deliveries shall be made including all documents necessary for ICE (item number and delivery note of ICE).

Article 7 Processing deliveries

1. If no other agreement has been reached, ICE shall determine the place of delivery (place of performance). If ICE does not explicitly name a place of delivery, the place of performance is the registered place of business of ICE. The Vendor needs to obtain a written confirmation of receipt by ICE.
2. If weighing is necessary, the weight determined on the calibrated scales at the place of loading shall be decisive.
3. The goods are to be delivered in the form customary in the trade. Delivery must correspond to the generally accepted technical code of practice. Mixing together of several sorts is not permitted.
4. Retention of title in favour of the Vendor or a third party is precluded. The Vendor is obligated to hand over and assign goods to ICE free of the rights of any third party and the own rights of the Vendor.
5. The declaration of deliveries in waybills, delivery notes, bills of lading and other delivery papers must be complete and correspond to the respectively valid regulations. Costs and losses due to incorrect, incomplete and/or omitted declaration shall be borne by the Vendor. The Vendor indemnifies ICE from claims of third parties asserted against ICE due to incorrect, incomplete and/or omitted declaration.
6. If the Vendor makes declarations on the origin of the goods, it is obligated to enable the responsible authorities to check the proof of origin as well as to provide the necessary information and to produce any necessary certifications in this respect. If the declared origin is not accepted by the responsible authorities due to deficient certification or lack of a possibility to check the origin, the Vendor is obligated to compensate ICE for the loss arising as a result and to indemnify ICE from any claims of third parties.
7. The transportation and importation of the goods ordered by ICE is to take place in accordance with the respectively valid legal regulations, in particular the GGVSE (German regulations on the carriage of dangerous goods by road and rail) and customs regulations. If the Vendor does not fulfil this obligation, ICE is entitled to take the necessary measures at the expense of the Vendor, also where transportation on the premises of ICE or the place of delivery is concerned.
8. Insofar as the headquarters of the Vendor and/or the loading site of the Vendor are located in a place outside Germany, the Vendor is responsible for observing the cross-border provisions, in particular those pertaining to customs and taxation in these countries. The Vendor shall inform ICE both timely and immediately in advance of the delivery about the applicable country-specific provisions as well as about any changes to this effect. If the Vendor does not comply with this obligation, the Vendor shall compensate ICE for any damages which arise.
9. Persons who work on the premises of ICE to fulfil the obligations of the Vendor shall follow the instructions of ICE and the provisions in the work regulations of ICE as well as the accident prevention, industrial health and safety, environmental protection and other regulations applicable at ICE. Hazardous materials may only be used on the premises of ICE after agreement with ICE and must be marked properly.

Article 8 Dispatch, packaging and passing of risks

1. All shipping costs (e.g. packaging, transport, insurance, customs duties and other charges) shall be borne by the Vendor.
2. The Vendor shall bear the risk of shipment up to the handing over of goods to ICE or to a third party named by ICE at the place of delivery.

Article 9 Complaints

1. Goods supplied will only be accepted by ICE if they comply with the contractually agreed quality requirements. Insofar as materials do not comply with the contractually agreed quality in the case of at least three consecutive deliveries, ICE is entitled to refuse acceptance of any further deliveries, insofar as the Vendor has not been able to verify fulfilment of the agreed qualities by means of suitable proof. This accountability of the Vendor shall no longer apply if three consecutive and subsequent deliveries do comply with the contractually agreed quality.
2. Deliveries made under the contract are considered as accepted if and as far as ICE does not refuse delivery within a deadline of 5 working days (Saturday shall not be considered a working day) following delivery to the end-user in writing, at the same time describing the established defects to the Vendor. The deadline shall be accepted after notification of the grace period by email or fax, respectively. Notification of defects which are based on hidden defects shall also be considered justified after expiration of the deadline in clause 1.
3. If a notification of defects which concern delivered material should arise from a customer of ICE, the parties shall proceed according to the following provisions:
 - a) ICE shall inform the Vendor in the case of a notification of defects from the customer about any recognisable defects without delay, however, no later than 24 hours after ICE receives notification of defects from the customer. Notifications of defects which are based on hidden defects shall also be considered justified after expiration of the deadline in clause 1.
 - b) The documentation of the notification of defects shall be checked by the complaints officer of ICE and sent in the form of a complaint report and – if also available – including photographic proof by email or fax to the Vendor.
 - c) ICE shall allow the Vendor an objection period of 5 working days (Saturday shall not be considered a working day) after receipt of the notification of defects and the corresponding documents with the Vendor. In the case of an objection which is not submitted within the allowed time, the notification of defects shall be considered accepted. ICE will point out to the Vendor in the respective notification of complaint that failure to submit an objection within the allowed time shall lead to the acceptance of the notified defect.
 - d) In the case of notification of defects, which require immediate clarification in the estimation and according to the reasonable discretion of ICE such as e.g. return transport and re-sorting, an agreement between the parties is to be

reached within two hours after notification of the defect by ICE (also possible by telephone) with the Vendor. If the contact partner of the Vendor cannot be contacted within this deadline, ICE is entitled according to reasonable discretion and under consideration of its duty to mitigate according to Article 254 BGB to decide about the further procedure and to take measures at the expense of the Vendor to eliminate the defect. ICE is entitled to charge the Vendor for respectively undertaking measures on the basis of the notification of defects and the corresponding documents.

Article 10 Product liability – indemnification

1. If the Vendor is responsible for damage caused by a product, it is obligated to indemnify ICE from any claims for damages from third parties insofar as and to the extent that the cause lies within its sphere of control and organisation and it itself is liable in relation to third parties.
2. Within the scope of the indemnification obligation in the sense of paragraph 1 the Vendor is obligated to reimburse any expenses according to Article 683 and Article 670 of the BGB arising from or in connection with measures taken by ICE.

Article 11 Warranty

1. ICE is entitled to the abridged statutory deficiency and warranty claims. In any case, ICE is authorised to demand from a Vendor as it chooses rectification of a deficiency (reworking) or delivery of goods which are free of deficiencies. The right to compensation instead of performance remains unaffected.
2. In case of a deficient delivery, the Vendor is obliged at the request of ICE to immediately inspect the deficient material at the agreed place of delivery and to replace this by material which is free of deficiencies. The Vendor has to bear the necessary costs for the purpose of supplementary performance, in particular for transport, travel, work and material costs as well as any reduction in revenues of ICE.
3. The Vendor is liable for replacement and subsequent deliveries as well as for the original delivery item. The warranty period for the replacement delivery begins at the earliest with the provision and/or delivery of the replacement delivery.
4. ICE is authorised to undertake the rectification of deficiencies (reworking) at the costs of the Vendors himself or by a third party, when danger is imminent or the case particularly urgent.
5. The limitation period for deficiency claims is 36 months, calculated effective the delivery and/or provision of the goods at the place of delivery.

Article 12 General limitations of liability

1. ICE is liable without limitation:
 - a) For every intentional or grossly negligent cause of damage by ICE, one of its legal representatives, proxies or vicarious agents;
 - b) For intentional or negligent harm to life, body or health;
 - c) For claims under the product liability law or if ICE has maliciously concealed the defectiveness of an object or has granted an explicit guarantee for the quality of an object.
- 2) Otherwise, ICE is only liable in cases of simple negligence for breach of elementary contractual duties and restricted to typical foreseeable losses. Essential contractual duties in the sense of this article 12 are contractual duties whose fulfilment is the basis of the proper execution of the contract in the first place and on whose fulfilment the other party to the contract relies on and may rely on regularly. The parties agree that the typically foreseeable damage is limited to a maximum of € 5,000,000.00 for personal injuries and damage to property and to a maximum of € 250,000.00 for other pecuniary losses.
3. Further liability of ICE for compensation for damages beyond that covered in the above points is precluded – regardless of the legal nature of the claim made.
4. The aforesaid liability regulations also apply to the personal liability of employees, representatives and agents of ICE.
5. The Vendor shall release ICE of any liability resulting from claims filed by third parties in connection with the nature or quality of the delivery or services rendered by the Vendor.
5. Claims of the Vendors against ICE are subject to a one year period of limitation.

Article 13 Termination / Withdrawal

1. Extraordinary termination rights for an important reason shall remain intact. As an important reason shall apply in particular, although this is not limited to the following; if:
 - a) the required approvals by authorities for the performance of the contract have not been issued and/or have been revoked. This also applies in the case that approvals from authorities are provided with constraints, which one of the parties only can fulfil with an unreasonably high amount of effort,
 - b) the performance of services described in this contract are no longer permitted or are forbidden by statutory or sub-statutory provisions or the decree of an authority,
 - c) an application has been made regarding the initiation of insolvency or liquidation proceedings involving the assets of one of the parties and reason exists for initiating insolvency proceedings,
 - d) one of the parties has violated essential obligations (e.g. by non-payment, deficient delivery, etc.) and has not or only partly fulfilled a significant part of them, also following two written warnings in which an adequate deadline was set,
 - e) the commercial credit insurance applied for by ICE for securing receivables has not been issued and/or has been revoked during the period of validity of the contract for reasons, for which ICE is not responsible, has not been issued or only to an insufficient extent.
2. In case of a delay in payment, which is based on a recognisable financial collapse of the Vendor, ICE is entitled to withdraw from the contract, without the need to set a corresponding deadline.

Article 14 Legal succession / Change of control / Subcontractors

1. ICE is entitled to transfer the rights and obligations from the respective agreement without special approval by the Vendor to a subsidiary or associate company of the ALBA Group plc & Co. KG (the "ALBA Group of Companies"), insofar as this is a certified specialised waste management company.
2. If the majority of business shares of a party are transferred to a third party, the other party is to be immediately informed of this. The other party in this case is entitled within two weeks of receiving the notification to terminate the contract regularly with a notice period of three months to the end of the month, insofar as the third party is a competitor of the terminating party. ALBA Group of Companies and enterprises associated with the Vendor in the sense of Article 15ff. AktG are not considered "third parties" in the sense of this provision.
3. ICE is entitled to have its services rendered entirely or in part by suitable subcontractors. References to ICE in this GTP Raw Materials likewise refer to these third parties correspondingly.

Article 15 Secrecy

1. The Vendor is obligated to treat all not obvious commercial and technical information and knowledge that becomes known from the business relationship between ICE and the Vendor as a business secret. This obligation does not apply in so far as a party, due to legal provisions, and due to an enforceable judgment of a court or an injunction of an authority is obligated to give information and/or to provide documents.
2. The Vendor may only advertise the mutual business relationship after receiving the prior written consent of ICE.

Article 16 Assignment, Offsetting, Rights of retention

1. The Vendor is only entitled to assign its claims against ICE after receiving the prior written consent of ICE.
2. The Vendor is only entitled to offsetting rights and rights of retention if his counter claim has been legally established, is uncontested or has been recognised by ICE in writing.

Article 17 Final provisions

1. Should one or more provision of these GTP Raw Materials be or should become ineffective or unenforceable, this shall not affect the validity of the remainder of these GTP Raw Materials.
2. Amendments to this GTP Raw Materials will be made known to the Vendor in writing or by email and are considered as approved if the Vendor does not object to the amended GTP Raw Materials within six weeks after announcement in writing or by email. The Vendor will be made aware of this separately during the announcement of these changes. In case of a timely objection, the validity of the originally included GTP Raw Materials shall continue.
3. The law of the Federal Republic of Germany shall apply exclusively, the UN-Sales Convention is excluded. The contractual and business language shall be German.
4. The sole place of jurisdiction for all disputes from the preparation and performance of contracts shall be the registered offices of ICE.