

# General Terms and Conditions of Purchase of Scholz Recycling GmbH for Logistics Services ("Scholz Logistics GTC")

## § 1 Validity of the Scholz Logistics GTC

(1) The Scholz Logistics GTC apply to the performance of national and international logistics, transport and handling services on behalf of Scholz Recycling GmbH (hereinafter referred to as the "Client"), unless otherwise prescribed by law.

(2) Unless otherwise agreed, the Scholz Logistics GTC in the version valid at the time of the order or in any case in the version last communicated to the contractor in text form shall also apply as a framework agreement (Section 305 (3) BGB) for future contracts for the purchase of movable goods with the same supplier, without us having to refer to these GTC again.

## § 2 Conclusion of the individual contract

Orders may be placed in writing in text form, whereby electronic transmission (in particular by e-mail) and transmission by fax are sufficient, or verbally or by telephone.

## § 3 Obligations of the Contractor

(3.1) Shipping documents shall be issued by the Client or the respective shipper. However, the Contractor and its subcontractors are obliged to check the content, completeness and correctness of these documents, insofar as this is recognizable to the Contractor and its own or third-party drivers.

(3.2) The Contractor shall provide the transport and handling services with the utmost care, safety and expertise and shall be responsible for the quality, completeness and coordination of the services. Agreed delivery deadlines and dates or time slots are binding. If the Contractor realizes that an agreed deadline or a planned time window cannot be met, it must inform the Client of this immediately.

(3.3) The equipment used by the Contractor (e.g. containers) must be in a technically and visually perfect and operational condition. Their design and equipment must be suitable for the damage-free handling and transport of goods and materials (e.g. recycling materials). Furthermore, the Contractor shall be responsible for their maintenance and care, as well as for compliance with the applicable statutory regulations. If the contractor takes over equipment from the client for the provision of services, this must also be treated with the same care.

(3.4) Loading and unloading shall be carried out in accordance with the Client's specifications and during the Client's normal business hours. The Contractor and its subcontractors shall be responsible for the proper securing of the load and compliance with the permissible total weight. When handling containers (e.g. skips, containers, etc.), the specified filling weight must not exceed the capacity of the respective container. Transport containers may only be filled to the brim, even with bulky material. Loose, rolling or sliding bulk material can only be loaded up to the edge of the tipping rim. In case of uncertainty, the client must be informed immediately and an instruction obtained. If necessary, the containers must be covered with transport nets and, if necessary, with waterproof tarpaulins.

(3.5) At the request of the Client or Contractor, each party shall designate one or more contact persons for the receipt of information, declarations and enquiries for the execution of the contract and shall inform the other party of their names and contact addresses. If one party does not designate a contact person, the person who concluded the contract for the party is deemed to be the contact person.

## § 4 Insurance

(4.1) The contractor is obliged to take out and maintain liability insurance with an insurer of his choice in accordance with §7a GüKG for logistics services at standard market conditions.

(4.2) At the request of the Client, the Contractor shall provide evidence of this liability insurance cover in the form of a confirmation from the insurer.

(4.3) The Contractor shall also arrange insurance cover for the goods (e.g. transport or storage insurance) with an insurer of its choice if the Client instructs it to do so before the goods are handed over. If the Contractor is unable to obtain insurance cover due to the nature of the goods to be insured or for any other reason, the Contractor must inform the Client of this immediately.

## § 5 Duties to provide information, advice and optimization

(5.1) The Contractor shall support and advise the Client with its expertise and inform the Client immediately of events and changes that could be relevant for both parties.

(5.2) The Contractor shall inform the Client immediately of any special incidents in connection with the order.

(5.3) The common goal of the parties is to continuously optimize business processes, improve the quality of services and reduce costs.

## § 6 Personnel deployed

(6.1) The Contractor shall provide expertly trained personnel. These personnel shall be regularly instructed on the statutory safety regulations. The Contractor or its employees are obliged to comply with the necessary health and safety measures in the area of activity (e.g. wearing high-visibility waistcoats or safety shoes, etc.).

(6.2) The Contractor shall ensure that the workers deployed to provide the services have undergone qualified safety training in accordance with the Client's guidelines ("Safety Instructions for External Companies").

## § 7 Company organization

(7.1) In principle, the transport of goods must be possible at all times during normal business hours. If, in exceptional cases, goods transport must be carried out at night, on public holidays or at weekends and is possible without violating legal regulations, the Contractor shall apply for all necessary driving permits and provide contact persons.

(7.2) The Contractor undertakes to store, process and load goods and materials that are stored, transported, delivered or accepted for the Client at safe and suitable operating sites and to protect them from unauthorized access. All applicable statutory regulations must be complied with in order to ensure safe handling, even in the case of environmentally hazardous substances. Subcontractors or vicarious agents acting on behalf of the contractor must be informed that they must also take these measures.

## § 8 Review

In consultation with the Contractor, the Client is permitted to carry out process and system audits in order to check the operating equipment, buildings and the areas used.

## § 9 Subcontractors

(9.1) The Contractor undertakes to inform the Client of the subcontractors used or planned for the performance of the service upon request.

(9.2) The Contractor shall ensure that it draws up the agreements with its subcontractors in such a way that compliance with its obligations is also guaranteed in the event of performance by a subcontractor. Subcontractors are vicarious agents of the Contractor.

## § 10 Right of refusal

The Client is entitled to reject employees of the Contractor or a subcontractor if there is a reason such as fraud, theft, embezzlement, drug use or other misconduct or if such employees refuse to comply with the safety regulations at the Client's locations or the pick-up and delivery locations for transported goods.

## § 11 Payments

(11.1) Any subcontractors shall be engaged in the name and for the account of the Contractor and shall not acquire any direct claims against the Client.

(11.2) The agreed remuneration shall fully cover the services to be rendered, unless expressly agreed otherwise. If the Contractor engages third parties, this shall be for its own account. The Client shall be entitled to place orders relating to the goods of third parties (third-party volume) at the agreed conditions. In this case, however, the Contractor shall expressly remain the Client's business and contractual partner.

(11.3) The prices agreed between the Contractor and the Client are fixed prices for the agreed services. Expenses incurred by the Contractor may only be invoiced as reimbursement of expenses if and insofar as this has been expressly agreed in each case.

(11.4) Changes to the Contractor's bank details shall only be observed by the Client if these are notified to our payment department in writing. Otherwise, payments shall be made to the old accounts with debt-discharging effect.

(11.5) At the Client's request, the Contractor shall be obliged to participate in a credit note procedure.

## § 12 Liability

(12.1) The Contractor shall be liable for damage to goods (loss or damage) to transport or storage goods that occur in its care or the care of its vicarious agents in accordance with the applicable statutory provisions (e.g. HGB, CMR).

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(12.2) The Contractor shall be liable for damage to goods or damage caused by delay or by exceeding the delivery period of the agreed services, limited to the maximum liability limits applicable according to the latest version of the German Freight Forwarders' Standard Terms and Conditions (e.g. ADSp 2017), whereby the exceptions applicable according to ADSp and the statutory provisions referred to therein remain unaffected.

(12.3) The Contractor shall check whether the equipment provided by the Client (e.g. trailers, containers) has been inspected in accordance with the applicable regulations (TÜV, UVV) and is therefore ready for operation. Any missed deadlines, damage and other relevant information on the equipment must be reported to the client immediately.

(12.4) Contractual limitations of liability shall not apply in the event of personal injury, i.e. injury to life, limb and health, material damage to third-party property or if the damage was caused by intent or gross negligence on the part of the parties or one of their legal representatives and vicarious agents.

## § 13 Electronic data exchange

(13.1) The Client and the Contractor shall also be entitled to prepare, transmit and exchange declarations and notifications by electronic means (electronic data exchange), provided that the transmitting party is clearly recognizable. The transmitting party shall bear the risk for the loss and correctness of the transmitted data.

(13.2) If agreed between the Client and the respective Contractor, the parties shall transmit or receive consignment data via an EDP interface.

(13.3) If the Client works with an internet-based or other supplier platform, the Contractor is obliged to enter the data required for this in full and to update it continuously.

(13.4) At the request of the Client, the Contractor shall participate in electronic invoicing. The Contractor shall bear its own costs.

## § 14 Confidentiality and compliance

(14.1) The Contractor shall be obliged to treat as confidential all information of the Client and its customers and suppliers of which it becomes aware in the course of the co-operation and to ensure that such data is only made accessible to third parties with the written consent of the Client. He shall ensure that this information is only used for the purposes of the respective order. The above confidentiality obligations shall not apply to information that is publicly known or becomes publicly known without violation of this § 14.

(14.2) To this end, the Contractor shall ensure that this confidentiality obligation is also observed by all employees and subcontractors. Only those persons who require access to the confidential information for the provision of the service may have access to it.

(14.3) If the Contractor is legally obliged to disclose confidential information, it shall inform the Client in writing and consult with it in good time and shall take all legally permissible steps to protect the Client's interests.

(14.4) The Contractor shall follow all compliance rules published by the Client or otherwise made known to the Contractor.

## § 15 Right of lien, retention or assignment

The Contractor may only assert a right of lien, right to refuse service or right of retention if the claim on which the alleged right is based is undisputed or has been recognized by declaratory judgement.

## § 16 Compliance with statutory provisions

(16.1) Notwithstanding the special obligations under clause 17, the Contractor shall be obliged to take the necessary organizational measures to ensure compliance with all relevant legal standards in the provision of services. This applies in particular to waste shipment regulations, environmental law and accident prevention regulations.

(16.2) In particular, the Contractor shall ensure that it and its vicarious agents have the legally required authorizations and use them properly (e.g. authorizations to transport recycling materials, albo nazionale, notification in accordance with Section 53 of the Closed Substance Cycle and Waste Management Act).

(16.3) Upon request, the Contractor shall be obliged to hand over to the Client or its authorized representative all documents to be provided in accordance with the legal regulations for inspection and to answer questions from the Client regarding, among other things, transports

already carried out or still planned. Furthermore, the Contractor is obliged to instruct its vicarious agents and, in particular, the subcontractors carrying out the work and their personnel in this respect. In addition, the contractor must check its subcontractors for compliance with these regulations and provide evidence of this at the request of the client.

(16.4) The Contractor further warrants that it will only use subcontractors who have also undertaken to the Contractor to comply with the aforementioned regulations. At the request of the Client, the Contractor shall provide suitable evidence that it has sufficient personnel and equipment as well as operational organization to comply with the regulations, e.g. regarding the statutory driving and rest times of the driving personnel. The client is authorized to carry out appropriate checks on the contractor.

## § 17 Compliance with the statutory provisions on freight transport

(17.1) The Contractor shall ensure that transport services are only provided by companies that have sufficient authorization. If the Contractor transports goods itself, it shall inform the Client immediately if the existing license is cancelled. If the Contractor uses third parties, it shall regularly check whether they have the necessary licenses and shall document this check in an orderly manner.

(17.2) If transports are carried out by a contractor who makes use of a cabotage option for these purposes, this is only permitted if all legal requirements for this are met. The contractor must check this and also document the results of this check.

(17.3) The Contractor undertakes to ensure organisationally that only drivers who (i) are citizens of an EU country, (ii) are citizens of a country treated as such under the relevant legal situation, or (iii) have a valid driver's certificate in accordance with the relevant European regulations are used to provide the service.

(17.4) The Contractor undertakes to ensure organisationally that the drivers carry all legally required documents and comply with and document the applicable driving and rest periods when providing the service.

(17.5) The Contractor undertakes to notify the Client immediately if the necessary requirements are not met. If this means that a transport may not be carried out, the Client shall be entitled to extraordinary cancellation of the transport order.

(17.6) The Contractor undertakes to provide the Client with all relevant documents within the meaning of this Section 17 immediately upon request. This applies both to the Contractor itself and to the documentation to be provided by it, as well as to the drivers working on behalf of the Contractor, who are to be instructed to present all relevant documents in the event of inspections by the Client or the companies at the place of acceptance or receipt. If the Contractor uses other subcontractors to fulfil the transport order placed by the Client, the Contractor must impose corresponding obligations on the subcontractors commissioned by it.

(17.7) The Contractor shall indemnify the Client against all claims for compensation resulting from the Contractor's violation of laws or obligations in connection with cabotage. It is irrelevant on what legal grounds the claims are based or by whom they are asserted. Nor does it matter whether the contractor directly or indirectly violates its legal obligations.

## § 18 Regulations on the German Minimum Wage Act

(18.1) The Contractor undertakes to comply with the applicable legal provisions on minimum wages and, in particular, to pay the applicable minimum wage to all employees deployed in the provision of services to the Client. The Contractor shall also ensure that any subcontractor providing services complies with these requirements.

(18.2) The Contractor shall indemnify the Client against all claims for compensation resulting from the Contractor or the executing subcontractor violating statutory or other obligations in connection with the granting of the minimum wage. It does not matter on what legal grounds the claims are based or by whom they are asserted. Nor does it matter whether the contractor or the subcontractor directly or indirectly violates its legal obligations.

(18.3) The Contractor is obliged to submit a clearance certificate from the health insurance company at the request of the Client. This request may be made repeatedly by the client during the term of the contract.

(18.4) If claims are asserted against the Client by third parties, whether official or private, in respect of unfulfilled claims under the Minimum Wage Act which relate to employees of the Contractor or its

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subcontractor, the Client shall be entitled to withhold remuneration not yet paid until clarification of the asserted claim up to the amount of the claim, in the case of unspecified claims up to 100% of the outstanding invoice amount.

## § 19 Regulations on occupational safety

(19.1) The Contractor undertakes to observe the Client's internal regulations with regard to occupational health and safety as well as fire and environmental protection and to monitor and ensure compliance with them by the employees deployed by the Contractor.

(19.2) The contractor shall regularly check the safety instructions for external companies, forwarding agents or waste disposal companies ([www.scholz-recycling.com/lieferanten/sicherheitshinweise](http://www.scholz-recycling.com/lieferanten/sicherheitshinweise)) available on the homepage of Scholz Recycling GmbH and take all necessary organisational measures to ensure that the persons working on its behalf on the premises of Scholz Recycling GmbH comply with these provisions. In particular, the contractor shall regularly (at least annually) inform and instruct these persons and oblige them to comply with the safety instructions. For each instruction, the contractor must keep written documentation (signature list) of which employees have received and understood the safety instructions and have signed for them.

## § 20 Final provisions

(20.1) These Terms and Conditions shall not create any employment, partnership or agency relationship between the Client and the Contractor and shall not be construed to do so. Neither party is authorized to represent the other party or to make promises or enter into obligations on its behalf that go beyond the provisions made here.

(20.2) If, for contractual or legal reasons, parts of these terms and conditions are invalid or not applicable in individual cases, all other provisions shall remain unaffected.

(20.3) In place of invalid, unenforceable or void provisions, the parties shall agree on a valid or enforceable provision that comes as close as possible to the economically intended scope of the conditions regulated here. This applies accordingly to unintended gaps in these terms and conditions.

(20.4) Amendments or individual agreements to these Terms and Conditions shall always require our written confirmation in order to be legally effective. This also applies to the written form requirement.

(20.5) German law shall apply to contracts concluded subject to these GTC. The exclusive place of jurisdiction for disputes arising from or in connection with such contracts shall be the Client's registered office.

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Member of CHIHO Environmental Group 