

# General Purchasing Conditions of PRH Poly Resource Hamburg GmbH

## § 1 Scope of Application

1. These General Purchasing Conditions ("GPC") for the purchase of goods by PRH Poly Resource Hamburg GmbH (in the following "PRH Poly Resource Hamburg") are exclusively applicable for all services/business relationships of PRH Poly Resource Hamburg as far as the Parties do not agree otherwise in writing (including side agreements, additions and amendments). Conflicting or deviating terms and conditions of the Contracting Party are only applicable if PRH Poly Resource Hamburg expressly confirmed them in writing.
2. These Purchasing Conditions shall exclusively apply to entrepreneurs (§ 14 German Civil Code (in the following "BGB")) as well as to public bodies or a special fund under public law according to § 310 Abs. 1 BGB.

## § 2 Conclusion of Contract

1. A Contract between the Contracting Party and PRH Poly Resource Hamburg is concluded only after written confirmation of the offer by PRH Poly Resource Hamburg
2. Any and all criteria of PRH Poly Resource Hamburg Material's orders for the delivery of goods are binding. This applies in particular to the price, the quality and the quantity as well as the time of performance and place of performance.

## § 3 Delivery Time and Time of Performance/Performance Delay

1. If the Parties have agreed on the collection of the goods by PRH Poly Resource Hamburg, PRH Poly Resource Hamburg is obliged to collect the goods within 14 calendar days after conclusion of contract. Individually agreed delivery dates or periods with the Contracting Party remain unaffected.
2. Should the Contracting Party be in default of delivery or performance delay or should he culpably infringe any duties to cooperate, PRH Poly Resource Hamburg is entitled to claim compensation for the resulting damages, including additional expenditures. Further claims of PRH Poly Resource Hamburg, especially claims for fulfillment of services, remain unaffected.
3. If the Parties have agreed that the Contracting Party shall deliver the goods to a specific place, selected by PRH Poly Resource Hamburg, the delivery of the goods by the Contracting Party has to be made within 7 calendar days. Individually agreed delivery dates or periods with the Contracting Party remain unaffected.
4. The Contracting Party is obliged to inform PRH Poly Resource Hamburg immediately in writing if circumstances arise or become apparent, from which it appears that the agreed dates and deadlines can not be met.
5. In case that the Contracting Party exceeds the delivery time, PRH Poly Resource Hamburg is entitled to the statutory claims.

## § 4 Subcontractors

The Parties are entitled to assign the fulfillment of contract obligations in whole or in part to subcontractors. The Parties agree to ensure and monitor the fulfillment of all standards of these Purchasing Conditions with regard to reliability, legal requirements and contractual agreements as well as any specific and expert knowledge of all subcontractors engaged within the scope of these Purchasing Conditions.

## § 5 Pricing, Payment Conditions

1. The prices agreed in each case between the Parties shall apply. If the sales tax liability applies to the business, the agreed price includes the applicable value added tax (in the following "VAT").
2. The payment is due within 30 calendar days after receipt of a proper invoice insofar as the delivery has been completed and is free of defaults. If payment is made by PRH Poly Resource Hamburg within 14 calendar days after receipt of the invoice, the Contracting Party will grant PRH Poly Resource Hamburg a 3% cash discount.
3. Payments of PRH Poly Resource Hamburg only become due, if the Contracting Party provided PRH Poly Resource Hamburg with all required documents and certificates (e.g. weighing slip, acceptance protocol etc.).
4. Claims of the Contracting Party may only be assigned or pledged if PRH Poly Resource Hamburg has approved them in writing. This does not apply if these claims are monetary claims.

5. For deliveries from other EU Member States, the Contracting Party is obliged to inform PRH Poly Resource Hamburg of his VAT identification number prior to the delivery.

## § 6 Handling of Delivery

1. If the Parties have not agreed the collection of goods by PRH Poly Resource Hamburg, the delivery shall be made to the site / receiving location agreed in each case between the Parties (place of performance). The Contracting Party shall ensure that the delivery is confirmed in writing.
2. The delivery of goods shall be customary in trade. The delivery must comply with the recognized rules of technology. Mixing of different varieties or fractions is prohibited.
3. Retentions of title of the Contracting Party shall only apply, as they relate to a payment obligation of PRH Poly Resource Hamburg for the respective goods of which the Contracting Party reserves the right of ownership. An extended or prolonged retention of title shall be excluded.
4. The declaration of deliveries in waybills, delivery notes, bills of lading and other shipping documents must be complete and comply with the applicable regulations. Costs and damages due to incorrect, incomplete and / or missing declaration shall be borne by the Contracting Party. The Contracting Party shall indemnify PRH Poly Resource Hamburg against any third party claims, due to incorrect, incomplete and / or missing declaration.
5. The Contracting Party shall ensure that he has the authorization required for the transportation of goods. The transport and import of the goods ordered by PRH Poly Resource Hamburg shall comply with the relevant legal provisions, especially the Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways (Gefahrgutverordnung Straße, Eisenbahn und Binnenschifffahrt - GGVSEB) and the customs regulations. If the Contracting Party does not fulfill this obligation, PRH Poly Resource Hamburg is entitled to take the necessary measures at the expense of the Contracting Party. This also applies if it concerns the transportation at the premises of the receiving location.
6. The Contracting Party shall ensure compliance with the announced loading weights. Additional Costs incurred by PRH Poly Resource Hamburg for utilization below capacity shall be borne by the Contracting Party. The Contracting Party is obliged to pay the costs for loss of freight to PRH Poly Resource Hamburg. Should there be delays in the stand and / or delivery times, the Contracting Party is obliged to compensate for resulting damages if he is responsible.
7. Additionally the General German Carrier Conditions (Allgemeine deutsche Spediteurbedingungen – ADSp) shall apply for the storage, turnover and handling, unless otherwise agreed in these Purchasing Conditions.

## § 7 Transfer of Risk

If the Parties have agreed on the delivery of the goods by the Contracting Party, the risk of accidental loss or accidental deterioration shall not be transferred to PRH Poly Resource Hamburg or the receiving location designated by PRH Poly Resource Hamburg until the goods are delivered to them. § 477 BGB shall not apply. If the acceptance of performance is agreed, this is crucial for the transfer of risk. Moreover, the law applies.

## § 8 Product Liability

1. In case the Contracting Party is responsible for a product damage, he is obliged to indemnify PRH Poly Resource Hamburg against damage compensation claims by third parties if and insofar as the cause lies within the sphere of control and organization of the Contracting Party and he is himself liable in in relation to third parties.
2. Within the duty to indemnify pursuant to numeral 1, the Contracting Party is obliged to reimburse any expenses according to §§ 683, 670 BGB arising from or in connection with measures conducted by PRH Poly Resource Hamburg.
3. Further statutory claims of PRH Poly Resource Hamburg remain unaffected.

## § 9 General Limitation of Liability

PRH Poly Resource Hamburg is liable unlimited for damages, regardless of the legal reason, only for intent and gross negligence. PRH Poly Resource Hamburg shall be liable for damages from ordinary negligence only resulting from injury to life, body and health and breaches of essential contractual obligations (i.e. an obligation

whose fulfillment makes the proper execution of the Contract possible and the observance of which the Parties regularly rely upon); in the latter case the liability of PRH Poly Resource Hamburg is however limited to the reimbursement of the foreseeable, typically occurring damages.

#### § 10 Defects Claim

1. The commercial examination duty and the duty to notify shall be governed by the statutory provisions (§§ 377, 381 German Commercial Code – HGB). In case of the discovery of a defect, the complaint in any case shall be deemed in time, insofar as the Contracting Party receives the complaint within a period of 5 working days (excluding Saturdays) from delivery. The same period shall apply for hidden defects after their discovery by PRH Poly Resource Hamburg.
2. In the event that the Contracting Party shall not honour his obligation for supplementary performance within a reasonable period of time stipulated by PRH Poly Resource Hamburg, PRH Poly Resource Hamburg may remedy the defect itself and demand reimbursement of the costs required to do this or an appropriate advance payment from the Contracting Party.
3. Unless otherwise agreed, the limitation period for claims for defects is 36 months from delivery of the goods.

#### § 11 Supplier Recourse

In addition to the claims for defects, PRH Poly Resource Hamburg is unrestrictedly entitled to the statutory recourse claims within the supply chain (supplier recourse according to §§ 478, 479 BGB).

#### § 12 Confidentiality

1. The Contracting Party acknowledges that any technical information, data or documents declared confidential which he received in the course of this business relationship shall be maintained in the strictest confidence and shall be revealed only as it is necessary due to legal reasons or the execution of this Agreement.
2. The Contracting Party may only advertise the joint business relationship after receiving the prior written consent of PRH Poly Resource Hamburg.

#### § 13 Waste-related Provisions / Licenses

1. All services of the Parties are subject to the respective valid provisions of the Circular Economy Act (Kreislaufwirtschaftsgesetz - KrWG). This includes the valid rules and regulations which were legislated on the basis of the KrWG. In particular the Directive on the European List of Waste (AVV), the Directive on Proof of Recycling and Disposal (NachwV), the Directive on Transport Permits (TgV), the Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB), the Ordinance on Specialised Waste Management Companies (EfbV), Landfill Ordinance (DepV) as well as the applicable regulations of the federal states, the regulatory requirements and the acceptance conditions of the waste disposal and recycling facilities.
2. Concerning Packaging the Contracting Party is obliged to comply with the Packaging Ordinance (Verpackungsverordnung – *VerpackV*) and the applicable LAGA Notice No. 37.
3. The application for permissions, the request of all other applications under public law and the submission of all necessary explanations will be carried out by order and for account of the Contracting Party.
4. In case of shipments according to Article 18 of the Regulation (European Community - EG) 1013/2006, the completion and carrying of the document in terms of Annex VII of the Regulation must be ensured. The aforementioned document must be signed by the Party that arranges the shipment and the recipient and if the recipient does not dispose the waste himself, the document must also be signed by the operator of the treatment facility upon delivery of the waste. If the shipment or the recovery of waste can not be completed in the anticipated manner or it turns out that it is carried out as an illegal shipment, the Party that has caused the shipment is obliged to ensure the redemption of the waste or its recovery in an alternative way as well as any necessary temporary storage of the waste.
5. In the event that the Party who has arranged the shipment, is not able to fulfill the obligations (eg in case of insolvency) the recipient automatically accepts the aforementioned redemption, recovery and storage duties.
6. The Party who arranged the shipment is obliged to keep the documents relating to the shipment of waste, for a period of three (3) years from the beginning of shipment. Upon request, the Party who

arranged the shipment, or the recipient is obliged to send a copy of the contract to the competent authority.

#### § 14 Anticorruption

1. The Parties undertake to counteract all forms of bribery and corruption and to comply with the statutory provisions. "Bribery and corruption" mean the abuse of entrusted powers for personal gain. This includes, among others, the offering, promise, giving, acceptance or request of personal advantage in exchange for an illegal or unethical act, the breach of a fiduciary duty or other illegal act or the reward of a person, a company or a government office for such action, in particular criminal acts in terms of §§ 298, 299, 333, 334 Criminal Code (Strafgesetzbuch - StGB). Personal benefits include all kinds of gifts, loans, fees, rewards or other incentives (taxes, services, donations, etc.).
2. The obligation according to numeral 1 also applies to all employees of the Contracting Parties, in particular for board members, directors, managers, employees or any other persons acting on behalf of a company.

#### § 15 Final Provisions

1. All the legal relations between the Parties are subject to the law of the Federal Republic of Germany with the exclusion of UN purchasing law (CISG). Contract and business language is German.
2. The exclusive place of jurisdiction for all present and future claims arising from the business relation with the Contracting Party is for the Contracting Party an PRH Poly Resource Hamburg GmbH Hamburg, Germany.
3. If any part of any provision of these Purchasing Conditions shall be or become invalid or impracticable, the remainder of such provision and/or all other provisions of these Purchasing Conditions shall remain valid. In this case the Parties agree that the provision will be replaced with a valid and enforceable provision which is closest to what the Parties would have agreed on, if they had considered the point.