

General Terms and Conditions of Bunzl & Biach GmbH

1. Scope of Application

- 1.1. These General Terms and Conditions (hereinafter also „GTC“ in short) shall apply to all our legal transactions and business relations, unless expressly provided otherwise in writing. They shall apply to consumer transactions in terms of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KschG) as far as they are not in conflict with compulsory provisions of this act or other compulsory consumer protection provisions. The term „waste“ shall also include paper waste and other agreed materials.
- 1.2. These GTC shall also apply to future legal transactions and business relations, in particular to repeat orders, even if no express reference is made.
- 1.3. We herewith expressly contradict any conflicting terms of our customers, suppliers or other business partners (hereinafter referred to in short as “Business Partners”). Any reference to or indication of such terms on invoices or other documents by the Business Partner (even during the contract term or the business relationship) shall not lead to their acknowledgement or validity. In case of any conflict between these GTC and any available technical descriptions, technical standards or ÖNORMS, even if their application should generally be agreed on, these GTC shall prevail.
- 1.4. The Business Partner and we are jointly referred to as “Contract Parties”.

2. Offers, Acceptance

- 2.1. Our offers and price lists, including prices and fees contained therein, shall always be non-binding.
- 2.2. Our offers are only made in writing (by mail, telefax or email).
- 2.3. Offers including the prices contained therein are made in accordance with our professional knowledge. No consideration can be given to order-specific circumstances that are imperceptible to us.
- 2.4. All prices are in Euro plus statutory VAT, exclusive of any contaminated site contribution (Altlastenbeitrag).
- 2.5. We shall be under no obligation to examine the power of representation of the individuals acting for the Business Partner. The Business Partner shall accept the declarations (of knowledge and intention) by individuals from its business acting or appearing on his behalf as binding upon it.

3. Special Provisions for the Delivery of Waste to Us

- 3.1. General, Scope of Application
 - 3.1.1. The provisions under this point 3. concern the delivery of waste by the Business Partner as supplier to us.
 - 3.1.2. By taking over the delivered waste we provide no data processing, in particular no destruction of data, in terms of data protection provisions (such as e.g. the GDPR). We do not act as processor for the Business Partner and therefore assume no obligations under any data protection law .
 - 3.1.3. In addition to the special provisions in this point 3, the delivery of waste by the Business Partner shall be subject to the general provisions of these GTC, i.e. points 1., 2. and 7. through 15.
- 3.2. Adaptation of the agreed amounts
 - 3.2.1. We shall be entitled to accordingly adapt the amount of waste agreed with the Business Partner due to fluctuations on the market or limitations to deliveries to paper factories or other third-party recipients for one or several calendar months. Any such adaptation shall be notified in advance in writing (telefax or e-mail shall suffice) to the Business Partner at least within the first five working days of the respective calendar month to which the adaptation shall apply. The right to change the amount shall be limited to 50% of the monthly amount and in total to 10% of the annual amount resulting from the monthly amounts, per calendar year (in short years proportionally).
- 3.3. (Partial) Non-fulfillment, Default by the Supplier
 - 3.3.1. Should the amount of waste to be delivered not be available to the Business Party in any month, or not be available in full, the Business Partner shall provide for a substitute at its own expense. If the Business Partner fails to meet its delivery obligations in any month, or fails to meet them in full, the Business Partner shall notify us thereof without delay, and we shall be entitled to purchase the missing quantity of waste at the respective market price on the free market, and charge the Business Partner therefore, plus any incurred expenses.
 - 3.3.2. As far and as long as the Business Partner is in default with even only one obligation, we shall be entitled to suspend any payment and service to the Business Partner. In case of default we shall also be entitled to rescind from the contract and demand damages. We shall further be entitled to invoice any services rendered for the Business Partner and declare them due.

3.4. No contamination of the Waste. Quality Standards

3.4.1. The quality of the waste may be determined upon takeover of the waste by us or the operator of the site to which delivery is effected, as the case may be, on a random basis. The Business Partner herewith accepts documentation by photos as proof for the failure to meet the below mentioned quality standards. However, we are not obligated to inspect the non-contamination of the waste (even by random checks) but may trust in the proper quality of the waste in accordance with the agreement. The Business Partner herewith waives its right to raise objection on the grounds of breach of duties of care, damage mitigation, inspection, and/or notification of defects.

3.4.2. Should the waste at issue concern waste paper, the moisture content of a delivery shall not exceed 10% (air-dried bulk). If the moisture content of the waste paper is higher than 10%, we shall be entitled to deduct the resulting additional weight from the entire weight of the waste paper and invoice the proportional transportation costs in case of collection by us or third parties commissioned by us. If the moisture content is higher than 20%, we shall be entitled

- (i) to reject acceptance of the delivery,
- (ii) to invoice the transportation costs as well as any other damages to the Business Partner, and
- (iii) at our option either to demand a replacement delivery within an adequate time period, or to execute substitute performance ourselves.

3.4.3. Apart from the waste at issue, the deliveries shall not contain any other materials (hereinafter in short "Undesired Materials"), in the case of waste paper particularly no non-paper components, nor papers and cardboards unsuitable for recycling in terms of the standard ÖNORM EN 643 as amended. If the share of Undesired Materials amounts to more than 1.5 % of a delivery (by weight), we shall be entitled at our option and without prejudice to any claims for damages, to

- (i) deduct a pro-rata share from the entire weight of the waste and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us, as well as any other damages, or
- (ii) refuse acceptance of the delivery and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us, as well as any other damages, and either demand substitute delivery within a reasonable period, or to carry out a substitute performance ourselves. In case of delivery of Undesired Materials, the Business Partner shall also in particular pay the costs of any sorting, storage, treatment, processing, and/or disposal.

3.4.4. Apart from the material at issue, the waste shall not include any other materials (hereinafter in short "Non-Conforming Materials"), such as in particular polyvinyl chloride (PVC). Should the share of Non-Conforming Materials amount to more than 1.5% (by weight), or if PVC is present, we shall be entitled at our option and without prejudice to any claims for damages, to

- (i) deduct a pro-rata share from the entire weight of the waste and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us, as well as any other damages, or

- (ii) refuse acceptance of the delivery and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us. In case of a delivery of Non-Conforming Materials, the Business Partner shall also bear the costs of any sorting, storage, treatment, processing and/or disposal.

3.4.5. The waste may not contain any structured collection of personal data in terms of data protection provisions structured according to certain criteria („File System"). The Business Partner shall thus delete any data systems before the handing over of the waste to us itself (e.g. by shredding paper files or the irrevocable deletion of data on electronic data carriers). If the waste contained data in terms of a File System contrary to contract, we shall have no inspection, warning or destruction duties, in particular no duties to secure destruction, and the Business Partner shall hold us harmless for all disadvantages involved. The Business Partner herewith irrevocably waives any objection on the grounds of breach of duties of care, damage mitigation, inspection, and/or notification of defects.

3.5. EC-Waste Shipment Regulation

In case of waste shipment across borders, the Contract Parties shall observe their obligations under regulation (EG) No. 1013/2006 of the European Parliament and the Council of 14 June 2006 on the Shipment of Waste as amended (or any regulation replacing this Regulation) as well as any statutory or government requirements in connection therewith.

4. **Special Terms for our Services "Waste Disposal"**

4.1. General Scope of Application

4.1.1. The provisions under this point 4. concern our services relating to the collection and processing and disposal of waste ("Waste Disposal"). These provisions shall always apply to Waste Disposal by us if no special services, such as e.g. the service "paper document destruction", is expressly agreed in writing.

4.1.2. The provision of Waste Disposal services by us does not include data processing, in particular no destruction of data in terms of data protection rules (such as e.g. the GDPR). When providing Waste Disposal services, we do not act as processor for the Business Partner, and therefore assume no obligations under data protection law.

4.1.3. In addition to the special provisions in this point 4., the general provisions of these GTC, i.e. 1., 2. and 7. through 15. shall apply to the service "Waste Disposal", unless expressly set out otherwise herein.

4.2. Waste collection containers

4.2.1. Upon the Business Partner's request, we will make available containers for the collection of waste for a monthly fee. Upon the Business Partner's request, we will also provide lockable containers for a monthly fee. If the Business Partner wants a key for the container(s), it shall pay a deposit to be determined by us. In this case, the Business Partner accepts that the containers offer no special protection against access to the waste disposed of in the locked containers.

- 4.2.2. The containers shall remain our property and shall be returned to us upon termination of the contractual relationship. The containers may only be handled and transported by us or third parties commissioned by us.
- 4.2.3. The Business Partner shall be responsible for the safekeeping and use of the containers at its facilities. The Business Partner shall be liable for all damages caused by improper storage or use. The Business Partner shall in particular store the containers safely and in a dry place, so that damage by third parties or access by third parties to the waste is ruled out. Any keys made available shall also be stored safely.
- 4.3. Non-Contamination of Waste, Quality Standards
- 4.3.1. Apart from the material at issue, the waste shall not include any materials other than those at issue (hereinafter in short "Non-Conforming Materials"), such as in particular polyvinyl chloride (PVC). Should the share of Non-Conforming Materials amount to more than 1.5% (by weight), or if PVC is present, we shall be entitled at our option and without prejudice to any claims for damages, to
- (i) deduct a pro-rata share from the entire weight of the waste and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us, as well as any other damages, or
- (ii) refuse acceptance of the delivery and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us. In case of a delivery of Non-Conforming Materials, the Business Partner shall also bear the costs of any sorting, storage, treatment, processing and/or disposal.
- 4.3.2. The waste paper shall not contain any other materials (hereinafter "Undesired Materials"), such as in particular non-paper components as well as papers and cardboards unsuitable for recycling in accordance with the standard ÖNORM EN 643 as amended. If the share of Undesired Materials amounts to more than 1.5 % of a delivery (by weight), we shall be entitled at our option to
- (i) deduct a pro-rata share from the entire weight of the waste and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us, as well as any other damages, or
- (ii) refuse acceptance of the delivery and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us, as well as any other damages, and either demand substitute delivery within a reasonable period, or to carry out a substitute performance ourselves. In case of delivery of Undesired Materials, the Business Partner shall also in particular pay the costs of any sorting, storage, treatment, processing, and/or disposal.
- 4.3.3. Should the waste at issue concern waste paper, the moisture content of a delivery shall not exceed 10% (air-dried bulk). If the moisture content of the waste paper is higher than 10%, we shall be entitled to deduct the resulting additional weight from the entire weight of the waste paper and invoice the proportional transportation costs in case of collection by us or third parties commissioned by us. If the moisture content is higher than 20%, we shall be entitled
- (i) to reject acceptance of the delivery,
- (ii) to invoice the transportation costs as well as any other damages to the Business Partner, and
- (iii) at our option either to demand a replacement delivery within an adequate time period, or to execute substitute performance ourselves.
- 4.3.4. The waste may not contain any structured collection of personal data in terms of data protection provisions structured according to certain criteria („File System“). The Business Partner shall thus delete any data systems before the handing over of the waste to us itself (e.g. by shredding paper files or irrevocable deletion of data on electronic data carriers). If the waste contained data in terms of a File System contrary to contract, we shall have no inspection, warning or destruction duties, in particular no duties to secure destruction, and the Business Partner shall hold us harmless for all disadvantages involved. The Business Partner herewith irrevocably waives any objection on the grounds of breach of duties of care, damage mitigation, inspection, and/or notification of defects.
- 4.3.5. We may determine the quality of the waste on a random basis. The Business Partner herewith accepts documentation by photos as proof of contamination. However, we shall not be obligated to inspect the non-contamination (even on a random basis/by random checks) but may trust in the proper quality of the waste in accordance with the agreement. The Business Partner herewith irrevocably waives any objection on the grounds of duties of care, mitigation of damages, inspection and/or notification of defects.
- 5. Special Provisions for our Services „Paper File Destruction“ or „Destruction Service“**
- 5.1. General Scope of Application
- 5.1.1. The provisions under this point 5. concern our services relating to the destruction of paper files, which are in part also performed under the term "Destruction Service". These provisions shall only apply if such service is expressly agreed in writing, for which a respective service agreement, e.g. the agreement "Destruction Service" or an appropriate processing agreement must be entered into. Only in this case do we act as processor for the Business Partner.
- 5.1.2. The Business Partner guarantees in terms of § 880a ABGB that it is entitled to destroy the paper files, and will hold harmless and indemnify us in this respect.
- 5.1.3. In addition to the special provisions in this point 5, the general provisions in these GTC, i.e. points 1., 2. and 7. through 15., shall apply to the service "Paper File Destruction", unless expressly provided otherwise in this point.
- 5.2. Destruction Level
- 5.2.1. The destruction of the paper files shall be effected according to contract by shredding as follows:
- 5.2.2. Paper files will be shredded in accordance with the destruction level 3 (confidential documents) in terms of the standard ÖNORM S 2109-1 File and Data destruction of 01.03.2000. The Business Partner expressly states that it regards shredding according to this level as sufficient for a destruction in terms of data protection provisions.

5.3. Safety containers for collection

5.3.1. For collecting the paper files to be destroyed by us, we will provide the Business Partner with lockable safety containers at its request.

5.3.2. In principle, an access to the paper files disposed of in the closed safety containers by the Business Partner is only possible and permitted with the participation of one of our employees, which would have to be requested and which is subject to charge. The Business Partner is thus not provided with a key for the safety container. Upon express written request, the Business Partner will be given a key to the closed safety containers, for which a deposit to be determined by us will be due.

5.3.3. The Business Partner accepts that the safety containers offer no special protection against any access to the paper files disposed of in the closed safety containers. The Business partner shall be responsible for the safekeeping and use of the closed safety containers on its premises. The Business Partner is in particular responsible to ensure by special safety measures that the paper files disposed of in closed safety containers are not accessed before we collect the closed safety containers, e.g. by placing the closed safety containers in a separate, locked and monitored room, observance of the dual control principle etc. The Business Partner shall be liable regardless of fault for all damages and disadvantages caused for us by any breach of these obligations. Any provided keys shall also be kept safe.

5.3.4. The safety containers shall remain our property and shall be returned to us upon termination of the contractual relationship. The safety containers may only be handled and moved by us or third parties instructed by us.

5.4. Purity of the Materials, Quality Standards

5.4.1. Apart from the agreed materials, the paper files disposed of in the safety containers may not contain any other materials (hereinafter in short "Non-Conforming Materials"), in particular polyvinyl chloride (PVC). Should the share of Non-Conforming Materials amount to more than 1.5% (by weight), or if PVC is present, we shall be entitled at our option and without prejudice to any claims for damages to refuse acceptance of the delivery and invoice the proportional transportation costs in case of collection by us or by third parties commissioned by us. In case of a delivery of Non-Conforming Materials, the Business Partner shall also bear the costs of any sorting, storage, treatment, processing and/or disposal.

5.4.2. Paper files shall not contain any other materials (hereinafter "Undesired Materials), such as in particular non-paper components as well as papers and cardboards unsuitable for recycling in terms of the standard ÖNORM EN 643 as amended. If the share of Undesired Materials amounts to more than 1.5 % of a delivery (by weight), we shall be entitled at our option and without prejudice to any claims for damages to

(i) deduct a pro-rata share from the entire weight of the waste and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us, as well as any other damages, or

(ii) refuse acceptance of the delivery and invoice the proportional transportation costs in case of collection of the waste by us or third parties commissioned by us, as well as any other damages, and either demand substitute delivery within a reasonable period, or to carry out a substitute performance ourselves. In case of delivery of Undesired Materials, the supplier shall also in particular pay the costs of any sorting, storage, treatment, processing, and/or disposal.

5.4.3. The determination of the quality of the waste may be effected by us on a random basis. The Business Partner herewith accepts documentation by photos as proof of contamination. However, we shall not be obligated to inspect the non-contamination (even on a random basis/by random checks) but may trust in the proper quality of the waste in accordance with the agreement. The Business Partner herewith irrevocably waives its right to raise objection on the grounds of duties of care, mitigation of damages, inspection and/or notification of defects.

6. **Collection, Delivery**

6.1. Unless provided otherwise in writing (e.g. in a supply and purchase agreement), waste is collected on weekdays during the day at the location of the Business Partners by means of transport chosen freely by us (e.g. truck, train, etc.). The Contract Parties may also agree on collection at regular intervals.

6.2. In case of waiting times of over 30 minutes at collection and in case of empty runs, the Business Partner shall compensate us for the resulting costs and any other damages incurred.

6.3. The Business Partner accepts and agrees that the collection period shall depend on the amount to be collected and the location of the site, and that all statements on collection times are non-binding, unless their adherence has been expressly agreed in writing. In case of inevitable and unforeseeable events, operational disruptions, strikes, public unrest and lockouts in our business or in the operations of a third party called in for the contract, in case of war or in case of official decree as well as in all cases of force majeure, even performance deadlines or collection dates expressly confirmed in writing may be interrupted or postponed for the duration of the disruption and the removal of the operational consequences; each of these events shall also entitle us to rescind from the contract without becoming liable to pay compensation (for damages and other disadvantages).

6.4. We shall be at liberty to collect the waste ourselves or by a third party commissioned by us.

6.5. The Business Partner shall ensure proper access to the collection location at the respective site.

6.6. The delivery of waste by the Business Partner itself or by a third party commissioned by it requires our prior written consent. If we provide our consent, the Business Partner shall deliver the waste at its own risk and costs to a location notified by us in advance during its opening hours. In case

of waiting times at such location the Business Partner shall have no claim to any costs or damages incurred as a result thereof. Transportation and any packaging of the waste shall meet the respective applicable statutory or official requirements.

- 6.7. The Business Partner accepts and agrees that the delivery dates depend on the amount to be delivered and the location of the takeover, and that all statements on delivery times are non-binding, unless their adherence has been expressly agreed in writing. In case of inevitable and unforeseeable events, operational disruptions, strikes, public unrest and lockouts in our business or in the operations of a third party called in for the contract, in case of war or in case of official decree, as well as in all cases of force majeure, even performance deadlines or delivery dates expressly confirmed in writing may be interrupted or postponed for the duration of the disruption and the removal of the operational consequences; each of these events shall also entitle us to rescind from the contract without becoming liable to pay compensation (for damages and other disadvantages).

7. Transfer of Ownership

- 7.1. Ownership of the waste shall pass to us upon acceptance of the waste by us or the third party commissioned by us.
- 7.2. Should the waste contain any Non-Conforming or Undesired Materials, ownership shall not transfer to us in respect of objects or materials that could lead to problems during the processing in the paper industry (such as in particular fiberglass or fiberglass compounds, mineral wool, materials containing PVC, dangerous, explosive or radioactive substances). We shall also have the right at our option to pass on, process, dispose of, return to the Business Partner or demand collection by the Business Partner of any such objects or materials. Even in case of the passing on or processing of such objects or materials, the Business Partner shall have no claims (in particular no right to recover and no claim on the grounds of unjust enrichment) against us or against the third party to which the objects or materials were passed on or processed.

8. Processing / Disposal

- 8.1. Without prejudice to the provisions in point 7.2 above, we shall be entitled in any case to consign the waste taken over to processing or disposal, i.e. in particular also to deliver them to treatment facilities in which the waste is processed.
- 8.2. In case of a delivery of the waste taken over to processing facilities for processing, we shall be entitled to issue a certificate of processing regarding the waste taken over from the Business Partner and submit it to the Business Partner. In this case, the Business Partner shall accept this as processing by us, to take over and also accept such certificate of processing. The Business Partner further agrees that we submit a copy of such certificate of destruction to third parties, in particular the operator of the officially approved processing facility.

9. Payment

- 9.1. Payments are in principle due immediately upon receipt of invoice by the Business Partner, unless a later due date was agreed on, and shall be paid in cash to an account designated by us without any deduction. Should no specific account be designated by us, payments shall be effected to the company account set out on our business correspondence.
- 9.2. Even during an existing contractual relationship we shall be entitled to demand down payments in an adequate amount or an abstract bank guarantee by a bank licensed in Austria in an adequate amount, whose payment the Business Partner shall be obligated to make within 14 days following our request. Should we demand a down payment and/or a bank guarantee, we shall only be obligated to (further) performance after receipt thereof. In case of default we shall have the right to claim default interest under Sec 456 UGB as well as EUR 40.00 (net) flat-rate operation costs per reminder note from enterprises and public-law associations as Business Partners. Should the costs and/or disadvantages exceed the mentioned amount, the Business Partner shall pay compensation for these costs and/or disadvantages, in particular also higher collection costs, in accordance with Sec 1333 para 2 ABGB.
- 9.3. As long as the Business Partner is in default with even only one obligation, we shall be entitled to discontinue any services to the Business Partner. In case of default, we shall also be entitled to rescind from the contract and request the return of of any containers at the expense of the Business Partner. We shall further be entitled to invoice and declare due all services rendered for the Business Partner.
- 9.4. If the Business Partner is in default with even only one payment, payments shall be credited first to incurred expenses, then to accrued default interest and then to the earliest liability; any dedications of payments shall be irrelevant.
- 9.5. Checks will only be accepted by us by special agreement and only on account of payment; any resulting costs incurred by us shall be settled in cash without delay, but within one week at the latest. No bills of exchange are accepted under any circumstances.

10. Damages, Limitation of Liability

- 10.1. The Business Partner shall be liable in accordance with the general damages provisions, unless provided otherwise in writing in these GTC or otherwise.
- 10.2. The Business Partner shall be fully responsible for the delivery according to contract and the non-contamination of the waste delivered or handed over to us for processing or disposal, as the case may be (in particular in terms of points 3.4., 4.3., 5.4. und 7.), i.e. if necessary including the absence of data in terms of a data system, as well as the secure storage and use of the containers or containments as well as any keys thereto, and shall be liable irrespective of culpability for (consequential) damages incurred by us or

a third party, such as in particular by an incorrect classification or allocation of the materials delivered or handed over to us, or by a delivery or handover of Non-Conforming or Undesired Materials, or improperly packaged materials, or improper safekeeping or use of the containers or containment, as well as the keys thereto (such as in particular also for indirect damages, consequential damages, damages due to operational failure, and lost profits).

- 10.3. We shall only be liable for personal damages as well as property damages caused by gross negligence or intention, whereby the Business Partner shall also prove culpability. In case of a consumer transaction in terms of the Austrian Consumer Protection Act (Konsumentenschutzgesetz - KSchG) the consumer shall not bear such shifting in the burden of proof. Further claims against us and against third parties commissioned by us, in particular claims for damages for default, impossibility of performance, compensation for indirect and consequential damages, damages due to operational failure, lost profit and lost savings, property claims of other kinds as well as claims on the grounds of claims raised by third parties against the Business Partner or due to unlawful actions or any (administrative) penalties are excluded as far as permissible under the general rules of civil law (i.e. at least in case of slight negligence and so-called plain gross negligence). In case of consumer transactions in terms of the KSchG the limitation of all claims for damages regarding property damages against us and attributable to us under § 1313a and § 1315 ABGB shall apply to the area of slight negligence.
- 10.4. Any claim for damages against us may only be raised within six months from the moment at which the Business Partner acquires knowledge of the damage, but within three years after occurrence of the (primary) damage after the incident giving rise to the claim at the latest. This shall not apply to consumer transactions in terms of the KSchG.
- 10.5. Unless expressly provided otherwise in writing, our liability is limited for each individual damage case to EUR 7.000,--. In case of consumer transactions in terms of the KSchG this shall only apply to slight negligence.
- 10.6. The above provisions of this point 10. shall not only apply in respect of our Business Partners, but also vis-à-vis third parties, as far as we should be liable to third parties for our activities or performance, as the case may be, by way of exception. Third parties cannot raise claims going beyond any claim of our Business Partner. The maximum liability shall apply only once for all damaged parties, including the compensation claims of our Business Partner itself, even if several people (the Business Partner and one or more third parties) have incurred damages. In case of several damaged parties, they shall be satisfied according to which claim was raised first.

11. Offsetting, Assignment of Claims

- 11.1. The offsetting of claims of the Business Partner against our claims is excluded unless the claim has been established by a court or acknowledged by us in writing. In case of a

consumer transaction in terms of the KSchG, the offsetting is possible against claims that are legally connected to the consumer's liability.

- 11.2. The assignment of claims against us requires our express written consent.

12. Contract Termination for Good Cause

- 12.1. The contractual relationship may be terminated by either Contract Party for good cause without observation of a notice period by registered letter, in particular if
- (i) insolvency proceedings have been initiated over the assets of the (respective) other Contract Party, or the initiation is dismissed for lack of assets, as far as legally permissible, i.e. in particular (a) if the contract termination would not compromise the continuation of the business, which the Contract Parties assume from the current perspective, (b) in case of default in respect of the fulfillment of receivables that became due after the initiation of insolvency proceedings, and (c) in any case, six months after initiation of insolvency proceedings;
 - (ii) one of the Contract Parties breaches material obligations under this agreement and fails to remedy the breach despite a written reminder by the other Contract Party (fax shall suffice), granting a grace period of at least 14 days;
 - (iii) the ownership structure of the Business Partner or the potential commercial or legal influence on the Business Partner change to the extent that a collision with our interests is possible;
 - (iv) we lose the right to collect, process, dispose of, and/or recycle the waste at issue.
- 12.2. Any omission by a Contract Party to terminate the contract despite knowledge of a reason giving a right to immediate termination of the contract for good cause shall not constitute a waiver of termination of the contract for good cause at a later point in time or in case of recurrence.

13. Obligation to Secrecy

The Contract Parties shall maintain secrecy with regard to all facts becoming known in connection with the business relationship between the Contract Parties, as well as with regard to contracts between the Contract Parties and their contents, during the contractual relationship and after its termination. Excluded from this is information whose notification to third parties is required for the fulfillment of the contract, or which are publicly accessible or known without any involvement or fault of one of the Contract Parties. No obligation to secrecy shall apply vis-à-vis courts and authorities within the scope of statutory jurisdiction/competencies.

14. Privacy, Consent to Advertising Emails

- 14.1. In order to offer quick and efficient processing of the contractual relationship, certain data and information of the Business Partner must be used.

- 14.2. Upon conclusion of a contractual relationship, personal data of the Business Partner such as title, first and last name or company name, as the case may be, address, contact information (in particular telephone number and email address), and UID-number are noted and processed, including the transmission to our group companies and our business partners, as far as this is necessary or expedient for the forwarding, processing, recycling or disposal of the waste. The Business Partner acknowledges that we process these data for rendering performance as agreed in this contract, for invoicing such performance and enforcing our rights under this contract on the grounds of Art 6 (1) b GDPR. In addition, we use the mentioned data within the scope of our legitimate interests under Art 6 (1) f GDPR for the purpose of simplifying future transactions as well as for customer services including the sending of information on our products or services.
- 14.3. The Business Partner agrees that we may regularly send the Business Partner advertising for our own products or services, including by mail, email or other channels. This consent may be revoked at any time (namely to Bunzl & Biach GmbH, Steinheilgasse 5, A-1210 Vienna, fax: +43-1-25061-58, email office@bunzl-biach.at).
- 14.4. Consent to data processing in terms of Clause 14.3. is no prerequisite for the conclusion of a contract. The Contract Parties are thus in particular entitled to strike point 14.3 at any time, even before conclusion of a contract.
- 14.5. Please note that under applicable data protection laws, data subjects have the right to demand at any time information on the personal data processed on them and the rectification, erasure and limitation of processing. The right to erasure of data may be limited in cases set out by statutory law, in particular in case of statutory retention rights. In addition, data subjects may object to the processing of their personal data in the cases set out by statutory law. In particular, data subjects may object to the future use of their personal data for the purpose of direct marketing at any time, free of charge and without stating reasons. Finally, data subjects have the right to raise complaint with the data protection authority. For exercising their rights and in case of questions regarding privacy, data subjects may contact bb@bunzl-biach.at.
- 15.3. Oral covenants, side agreements, contract amendments or changes to our contracts and these GTC and the exclusion of these GTC only become binding with our written confirmation. This shall also apply to any deviation from this written form requirement.
- 15.4. We shall be entitled to amend or supplement these GTC at any time. The respective version retrievable on our website under www.bunzl-biach.at shall apply. Amendments shall in any case take effect 14 days following publication under www.bunzl-biach.at and
- (i) a requisite notification (email or fax shall suffice) to the Business Partner or
- (ii) a note in this respect on one of our print forms (e.g. invoice, business letter, order confirmation or delivery note), if the Business Partner does not expressly object to the amendments in writing within this time.
- 15.5. Should individual provisions or parts of these GTC or another contract of ours be or become invalid, this shall have no effect on the validity of the other provisions or the respective remaining provisions. The invalid provision or the invalid part thereof shall be replaced by a valid provision coming closest to the purpose of the provision and economic content or the part thereof. This shall also apply to any points not governed by these GTC.
- 15.6. These GTC as well as any other contracts of ours (unless expressly agreed otherwise in writing) shall be exclusively be subject to Austrian law excluding the UN Sales Convention and the conflict-of-law rules.
- 15.7. Unless expressly agreed otherwise in writing, place of performance shall be A-1210 Vienna, Steinheilgasse 5.
- 15.8. For any disputes arising from or in connection with our legal transactions or these GTC, the exclusive jurisdiction of the court with subject matter jurisdiction for Vienna-Inner City is agreed.
- 15.9. These GTC shall enter into force on 25.5.2018.

15. Miscellaneous, Applicable Law, Legal Venue

- 15.1. The challenging or adaptation of the contractual relationship and/or these GTC by the Business Partner for error, lapse of purpose or laesio enormis is expressly excluded.
- 15.2. The Business Partner is not authorized to transfer any rights or obligations from the contractual relationship to third parties without our prior written consent. In case of a sale or continuation of a business by successor companies, the Business Partner shall notify us thereof in advance in writing (Fax shall suffice) and upon request by us, transfer this contract and assign and delegate all rights and obligations from this contract to the new business owner(s), and to hold harmless and indemnify us in this context.