

GENERAL TERMS AND CONDITIONS

Saubermacher

Version dated 1 July 2026

I. General part

1. Scope and definitions

1.1. These General Terms and Conditions ("GTC") apply to all agreements, including pre-contractual legal relationships, concerning deliveries and/or services of Saubermacher. These GTC shall also apply to consumers within the meaning of the Austrian Consumer Protection Law ("CONSUMER"), unless otherwise stipulated in the respective provision of these GTC.

1.2. "Saubermacher" means Saubermacher Österreich GmbH, FN 668544 d, A-8073 Feldkirchen bei Graz, Hans-Roth-Straße 1, including its branches or - if the agreements or pre-contractual legal relationship relates to a subsidiary of Saubermacher Österreich GmbH or a subsidiary of Saubermacher AG, FN 46653 h - the subsidiary in question. Subsidiaries" shall mean all companies, including their branches, listed in Annex 1. Any subsequent change in the ownership structure or legal succession shall not affect the applicability of these GTC.

1.3. Any terms and conditions contained in general terms and conditions of business or contract forms of the contractual partner which contradict or otherwise deviate from these GTC shall not become part of the contract, even if Saubermacher does not expressly object to them or provides deliveries or services without reservation. These GTC shall also apply to subsequent transactions or future transactions with the respective contractual partner without the need for a new reference to these GTC.

1.4. "In writing" means i) in writing pursuant to § 886 of the Austrian Civil Code (ABGB), ii) a document that is signed by hand, scanned and then transmitted by e-mail, iii) an electronically signed document, iv) offers prepared by Saubermacher with the support of an automated system.

1.5. Unless otherwise specified in these GTC, all terms and definitions used in these GTC shall be governed by the relevant Austrian laws as amended from time to time, in particular the latest applicable version of the Austrian Waste Management Act, the Austrian General Civil Code and the Austrian Commercial Code.

1.6. For reasons of better readability, no gender-neutral differentiation (e.g. contractual partner/contractual partner) is used in these GTC. The abbreviated language form is for editorial reasons only and does not imply any judgement.

2. Electronic communication

2.1. The contractual partner agrees that Saubermacher may communicate with it electronically (e.g. by e-mail) in unencrypted form. The contractual partner declares that it is aware of the risks associated with the use of electronic means of communication (in particular access, confidentiality, alteration of messages in the course of transmission). Saubermacher, its employees or vicarious agents shall not be liable for damage of any kind caused by the use of electronic means of communication.

2.2. In the absence of an express declaration to this effect, automatic responses in the context of electronic communication shall not be deemed to be confirmations of receipt or other confirmations on the part of Saubermacher.

3. Orders, offers, subject to change

3.1. Declarations concerning Saubermacher's obligations towards the contractual partner, regardless of their nature, are only binding if they are made in writing.

3.2. Orders, regardless of how they are placed by the contractual partner, are binding as soon as they have been confirmed in writing by Saubermacher (order confirmation). In the event of deviations in the order confirmation, the contractual partner must object in writing within two working days (within two weeks in the case of CONSUMERS), otherwise the deviations shall be deemed to have been approved.

3.3. At the time the order is placed, the contractual partner must expressly notify Saubermacher of all hazards (mechanical, electrical, chemical, etc.) relating to the waste or other subject matter of the order or in connection with the performance of the contract which are within its sphere of responsibility and of which it is aware or should have been aware if it had exercised due care, failing which Saubermacher shall be entitled, at its own discretion, either to terminate the contract immediately (subject to any claims for compensation) or to charge the corresponding additional costs.

3.4. Offers are made by Saubermacher to the best of its knowledge, but are subject to change and non-binding. They are subject to change and errors.

3.5. Saubermacher reserves the right to have deliveries and services of any kind provided by subcontractors selected at its own discretion without further notice. In addition, Saubermacher reserves the right to change its range of goods and services at any time, to the exclusion of any claims by the contractual partner. In particular, the contractual partner is neither entitled to personal provision by Saubermacher nor to Saubermacher providing deliveries and services of any kind on a permanent basis or at a specific Saubermacher location.

4. Cost estimates and estimates, cost increases

4.1. Cost estimates and quotations as well as offers from Saubermacher are prepared to the best of our knowledge, but are non-binding and subject to change and errors. Cost estimates are subject to a charge.

4.2. If, for whatever reason, cost increases of up to 15% of the total price quoted or estimated by Saubermacher occur after conclusion of the contract, the contractual partner does not need to be notified and Saubermacher is entitled to charge these additional costs to the contractual partner without further ado. In the event of cost increases of more than 15% of the estimated total price, Saubermacher shall inform the contractual partner of this fact. If the contractual partner does not object to the increase within three working days of this notification, the increase shall be deemed to have been approved. If the contractual partner objects to the increase in writing within three working days of this notification, Saubermacher shall be entitled to terminate the contract immediately (subject to any claims for compensation). (This provision does not apply to CONSUMERS)

5. Containers, installation site and traffic safety

5.1. The containers (bins, containers, skips, big bags, etc.) and other equipment (e.g. mobile toilets) provided to the Contractual Partner for use shall remain the property of Saubermacher; any right of retention on the part of the Contractual Partner is excluded.

5.2. Unless otherwise agreed in individual cases, Saubermacher accepts no liability for the cleanliness and leak-tightness of the containers provided.

5.3. Containers without a cover must be protected by the contractual partner against weather-related influences, in particular rainwater. The contractual partner shall be fully liable to Saubermacher for any damage caused to the containers during the period of use (e.g. by vandalism), as well as for any personal injury and damage to property caused by improper use, in particular also by improper filling (e.g. with hot ash).

5.4. If waste is provided in containers belonging to the contractual partner or a third party, these must be designed in accordance with the statutory requirements, failing which Saubermacher shall be entitled without further ado either to refuse acceptance or to provide suitable containers for a reasonable fee. In any case, Saubermacher is entitled to label these containers with its own stickers.

5.5. The installation location of containers must be notified by the contractual partner in good time in advance, whereby access and departure to and from the installation location must be suitable and permitted for vehicles with a total weight of up to 40 tonnes and a height of up to 4 metres. All permits, authorisations and approvals under private and public law (e.g. from property owners and authorities) required for installation, emptying and collection, including the relevant access and exit routes, must be obtained by the contractual partner in good time in advance and at its own expense. The contractual partner is solely responsible for the appropriate securing of the containers set up, in particular when using traffic areas (traffic safety obligations). In the event of a breach of this point 5.5 the contractual partner must fully indemnify and hold Saubermacher harmless against any third-party claims upon first request. Furthermore, in the event of a breach of this point 5.5 Saubermacher is entitled, at its own discretion, either to terminate the contract immediately (subject to any claims for compensation) or to charge corresponding additional costs.

6. Prices, indexation, processing fees

6.1. Unless otherwise stated by Saubermacher in individual cases, all prices announced by Saubermacher are inclusive of any public fees and charges, including site charges and road pricing, but - except in the case of CONSUMERS - exclusive of statutory VAT and exclusive of any contribution for contaminated sites ("ALSAG").

6.2. Prices determined and agreed on the basis of i) quality or quantity specifications of the contractual partner and/or ii) price group classifications based on samples or specimens taken shall only be binding insofar as the quality and quantity specifications of the contractual partner are correct and the contractual material corresponds to the samples or specimens.

6.3. It is expressly agreed that the agreed fees shall remain stable in value. The consumer price index 2020 (base year 2020) published monthly by Statistics Austria or an index replacing it serves as a measure for calculating the stability of value. The index figure calculated for the month in which the contract is concluded serves as the reference value for this contract. All rates of change are to be calculated to one decimal place. The first adjustment is made on the first of January of the year following the conclusion of the contract. Non-calculation or non-collection shall not be deemed a waiver, irrespective of the duration.

6.4. Furthermore, Saubermacher shall be entitled to increase agreed charges to the extent of such changes in the event of changes to its cost structure that are beyond its sole control (in particular in the event of wage/salary increases due to collective labour law provisions or increases in other costs associated with the provision of services, e.g. for energy, third-party services, materials, transport, waste recycling costs, etc.) or public fees and charges, including site charges and road pricing. (This provision does not apply to CONSUMERS)

6.5. Reimbursement: Any revenues from used materials are expressly linked to the applicable index and can therefore be adjusted by Saubermacher on a monthly basis. The calculation basis for the respective contract is the index figure published for the month in which the contract is concluded, and subsequently the previous month. Non-calculation or non-collection shall not be deemed a waiver, regardless of the duration. If there is no index for certain revenues from used materials at the time the contract is concluded, Saubermacher reserves the right to adjust these to current market conditions on an ongoing basis in the event of actual changes to such revenues from used materials.

6.6. If the contractual partner places additional orders in the course of contract fulfilment or if this results in other changes to the contract without a separate fee agreement, Saubermacher shall be entitled to charge an appropriate (additional) fee without further ado.

6.7. Saubermacher shall be entitled without further ado to charge processing fees for additional services up to the amount stated in the offer or in the contract, which are requested by the contractual partner in the course of or after execution of the contract (e.g.: subsequent correction of customer or invoice data, such as in particular address, order or object number; issue of a printed delivery note/print weighing slip; (additional) signing of documents; removal of containers due to termination of the contract).

7. Invoicing, payment

7.1. Invoicing by Saubermacher takes place after performance of the service. It is based on delivery notes, weighing notes, hourly records or other records kept by Saubermacher; the signing of such documents is neither a prerequisite for invoicing nor for the due date of the invoice amount. Partial invoices may also be issued if the services are divisible.

7.2. Invoiced amounts are due for payment immediately upon presentation of the invoice by Saubermacher, free of charges and deductions. Bank transfers to Saubermacher are only deemed to have been made upon receipt in the bank account. Bills of exchange and cheques are not accepted by Saubermacher.

7.3. The maturity of other claims, in particular default interest and damages, does not require Saubermacher to issue an invoice.

7.4. Incoming payments shall be credited first to costs, then to interest and then to capital, irrespective of any dedications by the contractual partner.

7.5. All payments must be made in euros. If payment is made in another currency, Saubermacher reserves the right to refuse payment or to claim exchange rate differences and other associated costs.

7.6. A discount deduction requires an express written agreement. Any authorisation of the contractual partner to deduct a discount shall automatically expire in the event of default, even if payment is only made to Saubermacher.

7.7. Discounts require an express written agreement and are subject to timely and complete payment by the contractual partner.

7.8. (This provision does not apply to CONSUMERS) Default interest of 12% per annum shall be deemed agreed for each case of default in payment. Without prejudice to any other claims, Saubermacher shall be entitled without further ado to withdraw from all contracts concluded with the contractual partner with immediate effect, to refuse to accept any further waste, to immediately remove any containers provided and to return any waste already accepted; all this without prejudice to any claims for compensation, in particular also for any transport, storage and handling costs incurred in this connection.

7.9. (This provision does not apply to CONSUMERS) If the justified objection to an invoice or the justified request for an invoice correction is not made in writing within fourteen days of the invoice date, the invoice in

question shall be deemed to have been recognised by the contractual partner.

7.10. (This provision does not apply to CONSUMERS) Unilateral offsetting by the contractual partner against its existing counterclaims against Saubermacher is excluded, unless these counterclaims have been expressly recognised by Saubermacher in writing or have been legally established by a court of law. The contractual partner expressly waives the defence of improper performance of the contract and any rights of retention.

7.11. In the event of justified doubt as to the solvency or creditworthiness of a contractual partner, Saubermacher shall be entitled without further ado to provide outstanding services only against advance payment, to demand cash payment, cash on delivery or other security, to revoke payment terms granted and to declare outstanding amounts due for immediate payment.

8. Takeover of waste

8.1. If Saubermacher cannot reasonably be expected to accept waste for factual or legal reasons, acceptance may be refused, to the exclusion of any claims by the contractual partner.

8.2. The contractual partner is responsible for the correct categorisation of the waste handed over to a waste type (classification) and is fully liable for all damages incurred by Saubermacher or third parties due to incorrect and/or inadequate classification of the waste. In case of doubt, the final classification of the waste to a waste type in accordance with the applicable Waste Catalogue Ordinance shall be carried out following a laboratory analysis performed by Saubermacher at the expense of the contractual partner. The result of the analysis carried out is binding for both parties.

8.3. Saubermacher reserves the right to reject or reclassify any waste (material) handed over that does not comply with the terms of the offer or agreement. If re-sorting is necessary, Saubermacher is authorised to charge an appropriate fee without further ado.

8.4. The contractual partner must hand over all waste to Saubermacher in legally prescribed, technically flawless containers, including the corresponding documentation (e.g. consignment/delivery note, quantity records, classification, etc.), otherwise Saubermacher may refuse acceptance without further ado or replace unsuitable containers with suitable containers against payment of an appropriate fee.

8.5. Saubermacher may require the contractual partner to immediately take back any radiating or explosive substances or waste oils that contain toxic, corrosive and/or caustic substances and/or exceed the limits set by legal standards. In the event of refusal to take back and/or in the event of imminent danger, Saubermacher may arrange for disposal or recycling. The associated damage and the costs of sorting, interim storage, transport and replacement shall be borne in full by the contractual partner.

8.6. In the event of delivery of incorrectly classified waste or waste other than that specified in the offer, the contractual partner shall bear the costs of sorting, interim storage, manipulation and replacement.

8.7. If there is any doubt regarding the classification of the waste, Saubermacher is entitled to have the delivered or provided waste analysed at the contractual partner's expense. The result is binding for disposal and cost accounting. Weighing by Saubermacher or a third party appointed by Saubermacher shall be decisive for determining the quantity of waste. If waste, hazardous waste and waste oils are accepted in drums or other containers, the disposal costs are calculated on the basis of the gross weight including drums or containers.

8.8. If the weighing of waste has been agreed, the weighing shall be carried out using calibrated scales in compliance with the relevant regulations, in particular the legally prescribed division, minimum and maximum loads and error limits, which enable the transmission of the data for invoicing. If, in an individual case, an individual weighing result is not available or only incorrectly available due to a malfunction or failure of the scales (individual weighing error) and the transmission of this data is not possible, the contractual partner must be informed of this. In the event of an individual weighing error, the average value of the last three error-free weighings shall be used as the basis for settlement. If, in the event of weighing, the minimum load or measurement limit of the scales used is not reached, Saubermacher reserves the right to charge a fee adjusted to the measurement result. The contractual partner is not entitled to refuse payment for an individual or entire disposal due to weighing errors or weighing below the minimum load of the scales. It is the responsibility of the Contractual Partner to take into account the billing method in the disposal regulations even in the event of an individual and/or total weighing error in this sense.

8.9. Saubermacher is entitled to charge the contractual partner without further ado for all additional costs for waiting and idle times and empty

journeys in connection with the collection, acceptance or unloading of waste for which Saubermacher is not responsible.

8.10. Unless expressly agreed otherwise, collection times stated by Saubermacher are non-binding guide times.

8.11. Unless otherwise provided for by law, ownership of the waste covered by the contract shall pass to the Contractor upon loading into the Contractor's collection vehicle. In the case of hazardous waste, in particular lithium batteries or similar hazardous substances, ownership shall not pass until the waste is handed over to a facility authorised for treatment or recovery. If the Contractor refuses to accept the waste or is not legally authorised to collect or treat the waste in question, ownership of the waste shall remain with the Client. The transfer of ownership shall not affect the mandatory statutory liability and responsibility provisions; in particular, the Client's liability under dangerous goods legislation shall remain in force. The Client's liability for incorrect classification or declaration of the waste, for unauthorised or undeclared components, and for other breaches of contractual or statutory provisions remains unaffected by the transfer of ownership.

9. REDcert- and SURE-EU system

9.1. For waste that is relevant to the Renewable Energy Directive as amended, the provisions of the REDcert and SURE-EU systems are accepted. The applicable certification system is listed on the Saubermacher website at saubermacher.com; further information on this is also available there.

9.2. The contractual partner undertakes to submit a valid self-declaration for waste and residual materials in accordance with this Renewable Energy Directive, as amended, and in accordance with the applicable certification systems. This self-declaration shall be deemed to have been submitted upon conclusion of a waste disposal contract, provided that the waste and its generation process are recorded by specifying the item description and the waste code number.

9.3. The contractual partner expressly acknowledges that the sample self-declaration published on the Saubermacher website becomes part of the contract unless it objects to its validity in writing within 14 calendar days of the conclusion of this agreement. By paying the invoice and thereby acknowledging the delivery note, the supplier confirms the validity of the self-declaration. This shall be automatically extended for a further 12 months in each case, provided that no significant changes occur.

10.3. The contractual partner undertakes to inform the contractor immediately in writing if circumstances change that affect the accuracy or applicability of the self-declaration.

9.1. For the disposal of waste that is relevant to the Renewable Energy Directive as amended, the contractual partner accepts the provisions of the ISCC-EU or the SURE system by accepting the Saubermacher offer; this applies in particular to food waste, used cooking oil (UCO), waste wood, sewage sludge and substitute fuels, as well as other waste for which Saubermacher provides evidence of certification on its website. Information on these certifications and the self-declaration documents can be found at saubermacher.at.

9.2. The contractual partner has the right to revoke the self-declaration that has become an integral part of the contract within 14 days vis-à-vis Saubermacher. In the absence of revocation, the self-declaration shall be deemed to have been accepted upon expiry of the 14-day revocation period.

10. Warranty, compensation, liability, assignment

(These provisions do not apply to CONSUMERS)

10.1. Saubermacher shall only be liable for gross negligence. The contractual partner must prove the existence of gross negligence.

10.2. Saubermacher shall not be liable for loss of profit, indirect damage, consequential damage or non-material damage.

10.3. The contractual partner is obliged to inspect the services provided by Saubermacher immediately and must notify Saubermacher in writing of any defects or other complaints in connection with the provision of services within three days of the provision of services, stating the exact nature of the defect or complaint, otherwise all warranty, compensation, error and other claims of the contractual partner shall lapse. In the event of defects or damage, Saubermacher is in any case entitled to repair or replace the goods within a reasonable period of time. Claims by the contractual partner in the event of unauthorised replacement are excluded in any case.

10.4. Any claims of the contractual partner, regardless of the reason and title, are limited to the amount of the contractual remuneration for each contractual relationship.

10.5. All claims of the contractual partner, regardless of the reason and title, shall become time-barred at the latest within six months of the provision of the service.

10.6. The assignment of claims of the contractual partner against Saubermacher, of whatever nature, to third parties requires the prior express written consent of Saubermacher.

11. Contract term and cancellation

11.1. The contract is concluded for an indefinite period, unless otherwise agreed or the nature of the contract (one-off order/target debt relationship) dictates otherwise.

11.2. The contract can be terminated in writing with six months' notice to 30 June or 31 December. The right of the contracting parties to terminate the contract with immediate effect for good cause remains unaffected. Good cause shall be deemed to exist in particular (i) if a contracting party repeatedly breaches material contractual obligations, (ii) if insolvency proceedings are opened against the assets of the contracting party or are not opened due to a lack of assets to cover costs and this insolvency gives rise to a risk for Saubermacher that makes it unreasonable to adhere to the contract; (iii) if the financial, asset or earnings situation of the contracting party deteriorates after conclusion of the contract and the contracting party does not provide appropriate (substitute) collateral immediately upon first request.

12. Force majeure

12.1. Force majeure" is understood to mean all external events unforeseen by Saubermacher which prevent Saubermacher from providing its services in any form whatsoever, in whole or in part. This includes, in particular, war, terror, riots, strikes, pandemics, earthquakes, storms and any other natural disasters, total or partial operational failure due to explosion, fire, destruction of equipment, prolonged failure of transport, telecommunications, information systems or energy.

12.2. In any case of force majeure, Saubermacher is released from all obligations for the duration of the event in question and all deadlines applicable to Saubermacher are automatically suspended. If the event in question lasts longer than four weeks, both parties are entitled to extraordinary termination of the contract.

13. Severability clause

Should one or more provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic purpose of the original provision.

14. Applicable law and place of jurisdiction

14.1. These GTC and contractual relationships (or pre-contractual relationships) to which these GTC apply shall be governed exclusively by Austrian law, excluding its conflict of law rules and excluding the UN Convention on Contracts for the International Sale of Goods.

14.2. (This provision does not apply to CONSUMERS) For disputes arising from or in connection with contractual relationships (or pre-contractual relationships) to which these GTC apply, including disputes regarding validity and consequences of termination, the exclusive jurisdiction of the court with subject-matter jurisdiction for the registered office of Saubermacher, in case of doubt A-8073 Feldkirchen bei Graz, is deemed to be agreed. However, Saubermacher is also entitled to assert claims against the contractual partner before any other court in Austria or abroad in whose jurisdiction the contractual partner has its registered office, a branch or assets.

Special Part I

Additional provisions concerning the Chemical Laboratory for Environment and Health ("clug")

Version 10th November 2024

1. Scope of application, amendment, written form:

Cancellations and other declarations aimed at the termination or cancellation of contractual relationships must also be made in writing.

2. Offer, services, conclusion of contract, content of contract, provision of services by third parties:

2.1 Our offers are subject to change unless they are expressly designated as binding. We reserve the right to fulfil incoming orders.

2.2 The clug provides services as a testing and inspection centre in accordance with the state of the art and the rules of good laboratory practice. The subject matter of the contract results from our offers and the order descriptions. Unless otherwise agreed in writing, clug has the right to determine the method and type of service provision at its own discretion.

2.3 If the client requires a statement on conformity, this is made according to defined decision rules (e.g. in normative documents, regulations, etc.). If the decision rule is not specified, the conformity statement is made by the inspection body without taking the measurement uncertainty into account. The specification is the limit value specified by the client in normative documents or laws and regulations. If the measured value is below the limit value or if the measured value is equal to the limit value, the specification is deemed to have been met. If the measured value is above the limit value, the specification is not fulfilled. If it is necessary for the client to take the measurement uncertainty into account, the client must inform clug of this in writing when accepting the offer.

2.4 clug shall be entitled to engage one or more professionally qualified subcontractors to fulfil its contractual obligations. In the event of subcontracting as part of clug's activities as an inspection body, clug shall inform the client when awarding part of the contract as a subcontract. However, the subcontracting of parts of the inspection activities is only permitted in exceptional cases. In the event of subcontracting as part of clug's activities as an inspection body, clug shall inform the client in writing of the subcontracting agreement and, if necessary, obtain the client's consent, preferably in writing. The clug is liable for the careful selection of the third parties providing the service. In the context of accreditation, the services of third parties shall be labelled in the offer and/or report.

3. Cost estimates, cost estimates, price increases, order changes and additional orders:

3.1 The clug reserves the right to reasonably increase the prices in the event that special properties of samples that were not known when an analysis order was accepted require additional work. Such a price increase shall also be considered if applicable statutory regulations or other generally applicable provisions to be observed by clug are changed during the execution of the order and the cost of providing the service for clug increases as a result. Price increases will be justified to the customer upon notification, giving details.

3.2 The withholding of payments by the customer for any reason whatsoever is not permitted.

4. Obligations of the client:

4.1 The customer undertakes to provide the information of any kind required in connection with the provision of the services free of charge and in good time and to inform clug of all circumstances important for the realisation of the order.

4.2 If investigations are required outside clug, the client must provide access to the relevant locations.

4.3 In order to be able to observe activities of the testing and inspection body within the framework of the Landfill Ordinance 2008 as amended (e.g. basic characterisations, compliance assessments, identity checks) by Accreditation Austria on site, the client must provide the contractor and thus the assessment team with the basis (access to the facilities) for the observation activity.

4.4 The client shall obtain any necessary official authorisations or third-party consents at its own expense and provide clug with evidence thereof.

4.5 If the cooperation of the customer is required for the provision of the service, the customer undertakes to provide all necessary assistance at its own expense after consultation with clug.

4.6 The client is prohibited from using the clug Trofaiach site-specific accreditation mark and/or the Accreditation Austria logo without exception.

5 Warranty / Liability:

5.1 clug shall be liable for services rendered within the scope of our accredited activities as a testing and inspection body in accordance with the provisions of the Accreditation Act in cases of legally justified claims, but limited to the sum insured under our liability insurance.

5.2 If the fulfilment of the service is delayed due to circumstances for which clug is not responsible, the deadlines shall be extended in accordance with the time delays caused. The client shall have no right to withdraw from the contract or make any other claims.

5.3 Detection and handling of non-conformities according to EN ISO/IEC 17020 or EN ISO/IEC 17025 are carried out in accordance with our QM manual in the currently valid version.

5.4 Insofar as clug has given a guarantee regarding the result of a service, clug is also liable within the scope of this guarantee. However, clug shall only be liable for damages that are based on the absence of the guaranteed property, quality or durability, but do not directly affect the result of the service itself, if the risk of such damage is clearly covered by the guarantee.

6. Sample delivery and storage

6.1 The client shall bear the costs and risk of the delivery of samples, unless the sample material is to be collected by clug on the basis of a written agreement. When dispatched by the client, the sample material must be packed properly and in accordance with any instructions issued by clug. The customer is obliged to provide clug with all hazard and handling instructions known to him.

6.2 Unless otherwise agreed in writing, clug is under no obligation to store samples at all or for longer than required by law. Sample material that has not been used or processed will be stored at clug's discretion or disposed of at the client's expense. If the sample material is to be classified as hazardous waste, clug may also return it to the customer at the customer's expense. Otherwise, it will not be returned or handed over to the client.

7. Force majeure

7.1 If the order placed involves special risks to life, limb and health or the risk of particularly high financial losses, the client must inform clug of this when placing the order.

8 Copyright and confidentiality

8.1 The clug expressly reserves the copyrights to expert opinions, test reports, analyses and performance results to which such rights may arise.

8.2 Results of analyses or similar findings obtained in connection with an order shall only be made accessible to the client, unless otherwise agreed in individual cases. The clug shall treat as confidential all information about the client that is not already publicly known or accessible. However, clug may use results for internal evaluation and keep copies of documents provided for its own files.

8.3 Information about the client that originates from external sources (e.g. complainant, supervisory authority) shall also be treated confidentially by clug and may not be disclosed to the client without their consent.

8.4 In the event that these terms and conditions are not effectively agreed, the contracting parties hereby conclude the confidentiality agreements within the meaning of this point 8 of the subject-related terms and conditions of clug Trofaiach.

Appendix 1

Application of the General Terms and Conditions of Saubermacher as amended

The General Terms and Conditions of Saubermacher Österreich GmbH, as amended from time to time, apply to the affiliated companies of the Saubermacher Group listed below

Nr.	Beteiligungsgesellschaft
1	Gassner Entsorgung und Umweltservice GmbH
3	Komex Abfallentsorgungs-gesellschaft m.b.H.
4	Trügler Recycling & Transport GesmbH
5	Hartberger Saubermacher GmbH & Co KG
6	Die Mödlinger Saubermacher Ges. m.b.H.
7	Schilcherland Saubermacher Entsorgungs GmbH
8	Naturgut Kompostierung und Landschaftsbau GmbH