

Zimmermann-Gruppe General Terms and Conditions

Section 1. Scope

1. These General Terms and Conditions govern all contracts for disposal and disposal orders as well as consultancy contracts and delivery relationships entered into by the relevant contractual partner ("Contractual Partner") of the following entities of Zimmermann-Gruppe® group of companies:
 - Eberhard Zimmermann GmbH & Co. KG, Gottlieb-Daimler-Str. 26, 33334 Gütersloh
 - Zimmermann Transport- and Chemiehandelsges. mbH & Co. KG, Gottlieb-Daimler-Str. 11, 33334 Gütersloh
 - GVE Gesellschaft für Verwertung and Entsorgung GmbH & Co. KG, Gottlieb-Daimler-Str. 22, 33334 Gütersloh
 - RCN Chemie GmbH & Co. KG, Daimlerstr. 26, 47574 Goch, and/or its branch office in Dinslaken Otto-Lilienthal-Str. 17a, 46539,
 - Zimmermann Sonderabfallentsorgung and Verwertung GmbH & Co. KG, Gottlieb-Daimler-Str. 3-7 & 31, 33334 Gütersloh
 - Zimmermann Entsorgung GmbH & Co. KG, Friedensstr. 19, 39279 Gommern OT Ladeburg
 - Zimmermann Industrieservice GmbH & Co. KG, Gottlieb-Daimler-Str. 26, 33334 Gütersloh
 - Zimmermann Sonderabfallentsorgung Nord GmbH & Co. KG, Am Recyclingpark 12, 31618 Liebenau
 - Zimmermann Entsorgung West GmbH, Industriestr. 19, 54486 Mülheim/Mosel
 - Zimmermann CleanSystems GmbH & Co. KG, Industriestr. 19, 54486 Mülheim/Mosel, and
 - Zimmermann Gruppe Süd GmbH & Co. KG, August-Jeanmarie-Str. 23, 79183 Waldkirch and/or its branch office in Dinslaken Otto-Lilienthal-Str. 17a, 46539 Dinslaken,(each hereinafter referred to as "ZIMMERMANN").
2. These General Terms and Conditions apply only to business relations entered into by ZIMMERMANN with a Contractual Partner who is an entrepreneur within the meaning of Section 14 of the German Civil Code ("BGB"), or a legal entity under public law, or a public-law special fund.
3. Notwithstanding the above and unless otherwise provided for in the following General Terms and Conditions, the "General Terms & Conditions for Road Haulage, Freight Forwarding and Logistics Companies" (VBGL) recommended by the cargo-transport and logistics association "Bundesverband Güterkraftverkehr und Logistik e.V." as amended from time to time apply.
4. The General Terms and Conditions of ZIMMERMANN apply to the exclusion of all other terms and conditions. Contractual Partner's general terms and conditions are expressly rejected herewith. Such terms and conditions are not incorporated into the contract even in the event that we may fail to expressly object to them again in a particular case. Any general terms and conditions of Contractual Partner deviating from, conflicting with, and/or additional to our General Terms and Conditions do not form an integral part of the contract unless ZIMMERMANN expressly consents to their application. Contractual Partner may raise reservations against the exclusive application of these General Terms and Conditions only prior to the signing of the contract. The contract is deemed to be concluded not later than when ZIMMERMANN has begun to provide its services.

Section 2. Offer; Conclusion of Contract

1. Quotations by ZIMMERMANN are subject to change without notice and subject to the outcome of the declaration analysis, if such analysis is required. Unless expressly agreed otherwise in writing, quotations remain valid for 4 weeks from the date of issue.
2. Unless otherwise agreed or provided for, a contract is deemed to have been effectively entered into upon written confirmation of order by Contractual Partner after an offer has been made by ZIMMERMANN. Failing a written confirmation of order, the contract is deemed to be effectively entered into on the terms of the offer when the service agreed under the contract has been provided, namely, when delivery of goods, or provision of consulting services, or handover of waste by Contractual Partner to ZIMMERMANN has been effected.
3. Each disposal order is subject to the condition precedent that all and any official permits required to perform the requested disposal have been obtained.
4. The details given by Contractual Partner in the Waste Recovery and Disposal Record (declaration of responsibility) as well as obligations imposed by the licensing authorities form the basis of the contract and are therefore an integral part of the contract.
5. When placing its order, Contractual Partner shall designate, in writing, a person in charge of all future orders who will duly execute the accompanying papers and documents. ZIMMERMANN shall not be required to verify the identity of the person in charge.

Section 3. Duties and Obligations of Contractual Partner

1. Contractual Partner shall perform its tasks with the due care and diligence of a prudent businessman.
2. Contractual Partner agrees to deliver to ZIMMERMANN for recovery or removal all waste specified in the contract.
3. If it becomes necessary, at Contractual Partner's discretion, to change the agreed presentation and/or collection point, Contractual Partner shall notify ZIMMERMANN, within a reasonable period of time before the next collection date, of its request for a change of presentation point. Any such change may be effected only by agreement with ZIMMERMANN. ZIMMERMANN reserves the right to reject servicing a different presentation and/or collection point on the grounds of difficulties in implementation. Regardless of whether ZIMMERMANN has been consulted in advance and whether or not ZIMMERMANN agrees to the change, Contractual Partner is responsible for any additional costs incurred as a result of change of presentation and/or collection point, including transport costs.
4. In the event of any faults occurring at Contractual Partner's plant or operations which have an impact on the handling of the contract with ZIMMERMANN, Contractual Partner shall immediately notify ZIMMERMANN thereof. If such notification is not made in a timely manner or not at all, Contractual Partner shall be responsible for all related additional costs, such as travel expenses.
5. Contractual Partner warrants that ZIMMERMANN shall have unhindered access to Contractual Partner's business premises and equipment during business hours.
6. Contractual Partner shall ensure at its own cost that all technical components (including water, compressed air, and fork-lift trucks) required for performance of the services are available to ZIMMERMANN at the presentation, loading, and unloading points.
7. Contractual Partner shall be responsible for the costs of installing and/or connecting devices, containers, or vehicles to existing supply lines (electricity, water, telephone, IT, loading and unloading) made available by Contractual Partner in immediate vicinity of such devices, containers or vehicles.
8. The properties and composition of samples handed over to ZIMMERMANN by Contractual Partner prior to signing of the contract for purposes of declaration analysis are deemed to be warranted and are agreed upon. The same applies to the qualities of waste material as expressly agreed or documented upon signing of the contract.
9. Contractual Partner shall fully and accurately declare the waste material to be handed over and shall be liable for the accuracy of such declaration made. Contractual Partner shall immediately notify ZIMMERMANN of any changes in the composition of the waste.
10. The performance obligations assumed by ZIMMERMANN do not release Contractual Partner from Contractual Partner's legal responsibility, including without limitation under the German Closed Cycle Management (KrWG), for the waste materials to be recovered and/or disposed of. Contractual Partner agrees to comply with the requirements for proper and lawful performance of service by ZIMMERMANN. Contractual Partner shall provide proof of such compliance at ZIMMERMANN's request.
11. Containers must be equipped with guide rails including ground and side guidance in order to decrease the pressure on the ground and to avoid damage to the building. Contractual Partner shall provide the guide rails at its own cost. Contractual Partner shall be liable for any damage caused to the ground or building.

Section 4. Rights and Obligations of ZIMMERMANN

1. Contractual Partner understands that ZIMMERMANN makes use of subcontractors and Contractual Partner hereby expressly agrees thereto. ZIMMERMANN undertakes to appoint only certified specialist waste disposal service providers for the proper disposal of waste for purposes of recovery and/or removal.
2. ZIMMERMANN is entitled to hold waste in intermediate storage.
3. Upon Contractual Partner's request, ZIMMERMANN shall provide details on where the waste is taken for recovery and/or removal after being collected from the Contractual Partner and how the proper disposal of such waste is ensured. Contractual Partner is entitled to inspect ZIMMERMANN's records insofar as Contractual Partner has a legitimate interest in such inspection.

Section 5. Rental of Containers and Devices

1. At Contractual Partner's request, ZIMMERMANN shall provide Contractual Partner with containers or devices required for collecting waste covered by the contract. The parties shall agree upon the rent payable for such containers or devices on an individual case basis. Unless specifically otherwise provided in these General Terms and Conditions and in any individual agreements made between the parties, such rental is subject to the applicable legal provisions (Sections 535 et seq. of the German Civil Code [BGB]).
2. The containers and devices rented out and made available remain the property of ZIMMERMANN at all times. Such containers and devices shall be returned to ZIMMERMANN upon termination of the contract and are therefore placed in third-party premises for a temporary purpose only. The parties agree that such containers and devices are therefore non-integral parts within the meaning of Section 95 of the German Civil Code and remain the property of ZIMMERMANN even if inserted into a building. If Contractual Partner makes any changes to a container or device, Contractual Partner shall reverse such changes when returning the relevant container or device to ZIMMERMANN or shall bear the costs of reversal of the changes.
3. In the event of repair, overhauling, or renewal of any container and/or device provided, such container and/or device may be unavailable to Contractual Partner for two to four working days. In such a case, ZIMMERMANN does not provide any replacement containers or devices.
4. Contractual Partner undertakes that it shall handle the provided containers and/or devices with care, shall avoid contamination of the inside of containers, and shall notify ZIMMERMANN immediately of any damage and/or soiling. Containers handed over by Contractual Partner to ZIMMERMANN for collection must be free from debris and any other external and/or detrimental build-up of deposit. In the event of misfilling (in whole or in part), Contractual Partner shall be liable for all consequences arising therefrom to ZIMMERMANN and shall reimburse ZIMMERMANN for any expenses incurred as a result of proper waste recovery and/or removal.
5. The containers may be filled exclusively with waste specified in the declaration. Contractual Partner shall make sure that the containers are filled properly. Contractual Partner shall ensure that all applicable legal provisions and official requirements are complied with when storing and presenting waste for collection.
6. During the term of the contract, only ZIMMERMANN or third parties engaged by ZIMMERMANN are entitled to collect, transport, or empty the rental containers.
7. Contractual Partner shall take out adequate insurance against storm, fire, property damage, and vandalism with regard to the provided containers and devices. Upon ZIMMERMANN's request, Contractual Partner shall provide proof of having taken out and maintaining the required insurance coverage and of regular payment of the relevant insurance premiums.

Section 6. Use of Contractual Partner's own Containers

1. If the containers of Contractual Partner are used for transport, the containers should be such that risk-free transport is ensured; more specifically, the containers must meet the applicable regulations for transport containers consistent with the hazard class of the hazardous waste to be transported. If that is not the case, ZIMMERMANN is entitled to refuse to collect such a container.
2. Contractual Partner is responsible for the suitability for transport of containers handed over by Contractual Partner. ZIMMERMANN does not examine the containers or their suitability for transport of the waste in question. ZIMMERMANN's liability for damage caused by lack of suitability for transport is in any case limited in accordance with Section 13 para. 1 of these General Terms and Conditions.
3. Contractual Partner warrants that its own containers will be filled exclusively with waste approved in accordance with the applicable waste removal rules, the delivery criteria of the competent local authorities, or the accepting plant operator. Contractual Partner's obligations with regard to the packaging and the containers end upon the mixing of waste from various customers in ZIMMERMANN's general transport vehicles. Contractual Partner's responsibility for the composition and labelling of the waste continues.
4. Contractual Partner shall ensure that no foreign or harmful substances are placed into its containers. In the event that either party does detect such substances in any of the containers, that party shall immediately inform the other party. The aim is the disposal of the substances. Contractual Partner shall bear the resulting costs.
5. During the term of the contract, only ZIMMERMANN or third parties engaged by ZIMMERMANN are entitled to collect, transport, or empty the containers provided by Contractual Partner.

Section 7. Collection of Containers and Delivery of Waste

1. With regard to the collection of filled containers, whether rented or owned by Contractual Partner, Contractual Partner and ZIMMERMANN shall agree on a case by case basis upon presentation and collection areas which allow risk-free presentation and collection of the containers. ZIMMERMANN shall assume liability for damage and/or contamination of the presentation point and/or for inadequate ground conditions only in accordance with the provisions of Section 13 para. 1 of these General Terms and Conditions.
2. On the agreed date, Contractual Partner shall have the waste to be delivered ready for forwarding and packed ready for transport, including all declarations, documents, and accompanying papers. The loading point must be accessible to a truck with a live load of up to 40 tons. Contractual Partner shall be responsible for additional costs caused by obstructions or delays resulting from non-compliance with the above specifications.
3. Contractual Partner has the duty to maintain safety with regard to transport containers placed in public areas – which in the night-time includes without being limited to the duty of illumination – until the transport container is taken over by ZIMMERMANN.
4. Contractual Partner is responsible for filling the transport container. The permitted live load must not be exceeded and the waste must not extend beyond the side walls. Any container locking devices must be lockable without use of force. Hazardous waste placed in skips must be sufficiently solid (with a solids content of not less than 35 % by volume). ZIMMERMANN does not accept for transport any open, leaky, or otherwise deficient containers. In case of dangerous substances, the transport containers must be secured with locks against easy opening.
5. Contractual Partner shall label containers, whether rented or owned by Contractual Partner, in such a way that the label is clearly legible, weather resistant, and abrasion resistant, stating the serial container number, the designation of Contractual Partner, the waste code number, and the waste designation as defined in the waste catalogue effective from time to time. Contractual Partner shall accurately and fully provide details on the weight, quantity, quality, and composition of the waste. The details given must be identical in the order and in all other documents. Contractual Partner is liable for the accuracy and completeness of the details given and for consistency of such details with the contents of the containers.
6. Contractual Partner is responsible for proper loading of the containers and for compliance with all labelling and other duties under applicable waste and transport laws and regulations, including without limitation the provisions of the Hazardous Waste Road Directive (GGVS), which concern the consignor, the shipper, and/or the filler. ZIMMERMANN will assume such responsibilities only subject to a prior written agreement.
7. Contractual Partner shall ensure that the containers are presented on the agreed dates at such locations and in such a way so as to ensure easy and risk-free emptying and/or replacement of containers. If the above is not ensured and if remedial action is not taken immediately, ZIMMERMANN's performance obligation with regard to the performance date in question ceases to apply. In such a case, Contractual Partner shall bear any additional costs resulting from any waiting time or new journey.
8. ZIMMERMANN shall deliver the waste to a removal, treatment, and/or recovery plant. ZIMMERMANN is entitled to select the plant at its own discretion. If, in an individual case, Contractual Partner selects the plant and if there is a delay in delivery as a result, Contractual Partner shall bear the additional costs incurred; unless, however, ZIMMERMANN is responsible for the delay.

9. If any removal, treatment and/or recovery plant selected and designated by either of the parties in an individual case fails to accept Contractual Partner's waste, Contractual Partner shall, as soon as reasonably possible, decide upon a course of action to be taken, including without limitation selecting an alternative removal, treatment, and/or recovery plant. If Contractual Partner does not make a decision or cannot be contacted within a reasonable period of time, ZIMMERMANN is entitled, at its sole discretion, to make a decision on behalf of Contractual Partner upon the course of action to be taken. Contractual Partner shall be responsible for any additional costs incurred as a result, unless ZIMMERMANN is responsible for the incurrence of such costs.

Section 8. Deliveries; Delivery Times

1. Delivery periods and/or dates are binding only if confirmed in writing by ZIMMERMANN. ZIMMERMANN is entitled to meet its performance obligations by using a reliable third party.
2. ZIMMERMANN is entitled to provide reasonable partial deliveries and partial performance.
3. ZIMMERMANN is not responsible for any delays in delivery and performance on its own part caused by force majeure and/or unforeseeable or unavoidable events which make delivery and performance substantially more difficult or impossible for ZIMMERMANN, including without being limited to strike, lockouts, war, fire, government regulations, lack of energy, shortage of raw materials, or machine breakdown, regardless of whether affecting ZIMMERMANN or a third party engaged by ZIMMERMANN, even where delivery periods and dates have been agreed as binding. In such cases ZIMMERMANN is entitled to postpone performance or delivery by the duration of the obstruction or to withdraw from the contract in whole or in part due to the (as yet) unperformed part. ZIMMERMANN shall as soon as reasonably possible inform Contractual Partner of the obstruction and its implications.
4. If the obstruction lasts longer than one month, Contractual Partner is entitled to cancel the contract with regard to the as yet unfulfilled part of the contract after having granted a reasonable extension of time.

Section 9. Notice of Defects; Warranty Rights

1. Contractual Partner shall immediately on delivery examine all devices, containers, goods or consignments delivered for their operability and suitability and shall immediately in writing give notice to ZIMMERMANN of any material defect, whether delivery of defective goods, delivery of incorrect goods, or excess or short delivery. Also, Contractual Partner shall notify ZIMMERMANN of any non-apparent defects in writing immediately after gaining knowledge thereof.
2. If any devices, containers, or consignments are, at Contractual Partner's request, delivered directly to a recipient designated by Contractual Partner, Contractual Partner shall ensure that the above duty to examine and notify a defect is met by the recipient.
4. Any shipment delivered by ZIMMERMANN is deemed to be approved if notice of defects pursuant to Section 9 para. 1 or para. 2 herein above – including a description of the defects – given either by Contractual Partner or by the recipient has not been served on ZIMMERMANN immediately, that is not later than within ten working days of delivery in case of apparent defects or, in case of non-apparent defects, within ten working days of gaining knowledge thereof. If Contractual Partner violates these obligations, Contractual Partner is not entitled to make claims based on defects against ZIMMERMANN.
5. If the contract provides for the delivery of solvents or substitute fuels, the deadline for examination and notice of defects pursuant to Section 9 para. 3 herein above is reduced to not more than two working days in order to avoid consequential damage which may occur if the threshold values applicable from time to time are not complied with. Contractual Partner is entitled to use or to deliver solvents and substitute fuels to third parties only after the examination has been completed and no material defect has been discovered.
6. Notwithstanding the above, no claims arising from defects may be asserted in cases where there is a merely minor deviation from the agreed quality, a merely minor impairment of usefulness, natural wear and tear, or damage or loss occurring subsequent to delivery from faulty or negligent handling, excessive strain, unsuitable equipment, defective construction work, unsuitable building sites, or due to certain external influences not foreseen under the contract. Insofar as improper repairs or modifications are carried out by Contractual Partner or by any third party, no claims based on defects can be made for such repairs or modifications or for any consequences resulting therefrom. If notice of defects is justified and is given in a timely manner, ZIMMERMANN shall at its option provide subsequent performance either by rectification or by replacement. Any rectification period set by Contractual Partner to ZIMMERMANN must have a duration of not less than five working days. If efforts of rectification or replacement have failed twice, the legal provisions apply. Any claims for damages are, however, subject to the limitation of liability pursuant to Section 13 of these General Terms and Conditions.
7. Claims based on defects become time-barred within one year. The beginning of the limitation period is determined by law.

Section 10 Term; Termination

1. The term of the contract is based on the agreements reached by the parties in the contract. The contract is extended automatically by periods of 12 months unless terminated by either of the parties not less than 6 months prior to expiry of the contract. Any changes in prices that may be agreed at a later time do not affect the term of the contract and the term does not start again as a result of such changes.
2. ZIMMERMANN is entitled to terminate the contract for cause:
 - a) if Contractual Partner has failed to meet its payment obligations even after two reminders;
 - b) if performance of contractual obligations is substantially more difficult or impossible for ZIMMERMANN due to an event of force majeure and/or unforeseeable and unavoidable events which make delivery and performance substantially more difficult or impossible for ZIMMERMANN, including without being limited to strike, lockouts, war, fire, government regulations, lack of energy, shortage of raw materials, or machine breakdown; or
 - c) if official requirements or administrative orders hinder ZIMMERMANN from performing the contract as a whole.

Notwithstanding the above, either of the parties is entitled to terminate the contract for cause if insolvency proceedings are opened against the assets of the other party.

3. The right to terminate the contract for good cause under the applicable statutory provisions remains unaffected. Notice of termination must be given in writing.
4. If the parties have agreed that ZIMMERMANN is to develop a disposal concept for the Contractual Partner and if Contractual Partner terminates the contract prematurely or if ZIMMERMANN terminates the contract prematurely for good cause for reasons specific to the Contractual Partner, ZIMMERMANN is entitled to remuneration for the consulting services actually performed by ZIMMERMANN before the effectiveness of the termination, based on the relevant hourly rates for ongoing consulting services agreed from time to time. ZIMMERMANN shall, however, allow a deduction for whatever expenditures ZIMMERMANN saves as a result of termination of the contract or acquires through the utilisation of its labour elsewhere or maliciously fails to acquire.

Section 11. Prices; Terms of Payment

1. Prices are agreed on a case by case basis. All prices quoted are net prices and are subject to value-added tax at the applicable rate. ZIMMERMANN will separately charge for any deliveries and services not explicitly specified in the quotation or the rate sheet.
2. Invoices are provided by electronic communication to an e-mail address to be specified by Contractual Partner. Contractual Partner shall give notice of any change of e-mail address.
3. Invoice amounts are due for payment to ZIMMERMANN without deduction immediately after the invoice has been received by Contractual Partner. Payments shall be made without any deductions to ZIMMERMANN's bank account specified in the invoice. Discounts are granted only if expressly agreed in writing. If a payment has not been made within ten banking days after the date the invoice was received, default occurs without notice.
4. ZIMMERMANN is entitled to demand advance payments for partial services provided under the terms of the contract which constitute self-contained parts of the total order.
5. If Contractual Partner defaults on payment pursuant to Section 11 para. 3 herein above, ZIMMERMANN is entitled to claim lump-sum collection costs in the amount of EUR 5.00 per reminder letter. This does not apply to the initial letter of reminder. In addition, ZIMMERMANN is entitled to claim interest on arrears at the statutory default interest rate. The foregoing is without prejudice to the right to make further claims. The amount of payment is offset against any damages going beyond that amount, which ZIMMERMANN must prove it has incurred.
6. In the event that the accuracy of an invoice is questioned, Contractual Partner is entitled to a temporary refusal to pay only if:
 - a) it arises from the circumstances that a merely formal error exists with regard to issuing of an invoice;
 - b) the objection is not based on a deviation in weight within customary tolerances; and

- c) Contractual Partner raises the objection within four weeks after receipt of the inaccurate invoice.
- 7. If Contractual Partner defaults on payment pursuant to Section 11 para. 3, ZIMMERMANN is entitled to collect any containers and/or devices owned by ZIMMERMANN and deposited with Contractual Partner and to suspend further services. In such a case, Contractual Partner shall continue to pay the agreed remuneration during the term of the contract.
- 8. Contractual Partner may only set off claims of ZIMMERMANN against counterclaims that are undisputed or have been finally determined by a court. Also, any rights of retention or rights to withhold performance must be based on counterclaims that are undisputed or have been finally determined by a court.

Section 12. Price Adjustment

If the costs of collection, transport, or disposal change, ZIMMERMANN is entitled to adjust its prices in the amount of the proven change, subject to written notice given four weeks in advance. If Contractual Partner does not object to the price adjustment within the above notice period, the price adjustment is deemed to have been agreed. If, in the event an objection is raised, the parties do not reach an agreement, Contractual Partner is entitled to terminate the contract giving four weeks' notice effective at the end of the quarter, beginning upon receipt of the letter of objection. If the object of a contract is the provision of a regular service, ZIMMERMANN is entitled to adjust the agreed price in proportion with any cost increase; this may be the case in the event of a rise in wage costs, non-wage labour costs, and other pay-effective costs as well as in the event of an increase of the relevant calculation base (such as mineral oil prices, taxes, duties, tolls). The claim for the adjustment must be made in writing and must include a detailed description of the reason for the change. If such a price adjustment leads to an unreasonable price increase for Contractual Partner, Contractual Partner is entitled to terminate the contract giving four weeks' notice effective at the end of the quarter.

Section 13. Damages; Liability

- 1. ZIMMERMANN shall be liable for injury to life, body or health resulting from grossly negligent or intentional breach of duty by its legal representatives, its employees or its vicarious agents as well as for any damage or loss arising from intentional or grossly negligent breach of contract and fraudulent intent on the part of its legal representatives, its employees or its vicarious agents. Liability is limited to a maximum amount of EUR 50,000.00 per infringement. ZIMMERMANN shall also be liable for damage or loss resulting from ordinary negligence on the part of its legal representatives, its employees or its vicarious agents insofar as such negligence relates to the breach of contractual duties the performance of which is of particular significance for the achievement of the purpose of the contract (material duty). Notwithstanding the above, ZIMMERMANN shall only be liable for damage or loss which has resulted from intentional or grossly negligent breach of duty by its legal representatives, its employees or its vicarious agents; in such a case, liability is limited to an amount of EUR 10,000.00.
- 2. The provisions in paragraph 1 hereof also apply to the personal liability of ZIMMERMANN's legal representatives, employees, or vicarious agents.
- 3. If official requirements or administrative orders hinder ZIMMERMANN from the performance of the contract at a whole, ZIMMERMANN shall notify Contractual Partner without undue delay. Delays and non-performance based on any official requirement only substantiate damage claims against ZIMMERMANN in accordance with the provisions of Section 13 para. 1 hereof. Unless ZIMMERMANN is responsible for the occurrence of such official requirement, Contractual Partner shall be accountable for any additional costs resulting therefrom.
- 4. If official requirements or administrative orders force ZIMMERMANN to use any unloading locations other than those agreed in the contract made with Contractual Partner, the new officially required unloading location is deemed agreed upon between the parties. Contractual Partner shall be responsible for any additional costs incurred as a result. Damage claims asserted against ZIMMERMANN are in any case limited in accordance with Section 13 para. 1 of these General Terms and Conditions.

Section 14. Non-Disclosure

- 1. The parties shall treat the rules and obligations arising from the contract confidentially and subject to their duty of non-disclosure. Information must not be disclosed to any third parties without the consent of the disclosing party, unless a legal or governmentally imposed obligation of disclosure exists.
- 2. The parties shall not exploit or disclose to third parties any business or trade secrets of the other party hereto which have become known to them in the course of their business relationship without the consent of the disclosing party unless the business or trade secrets are in the public domain or a legal or governmentally imposed obligation of disclosure exists. This also applies to the period following the termination of the contract.
- 3. ZIMMERMANN is entitled to require Contractual Partner to pay a penalty for breach of contract in the amount of up to EUR 10,000.00 for each intentional violation of the obligations arising from Section 15 hereof. The actual amount depends on the type, duration, and weight of such violation of contract. Unless such violation was intentional, the possibility of treating multiple breaches as constituting a single breach is excluded. Payment of the penalty for breach of contract does not preclude an application for injunctive relief and/or a claim for higher damages to be made, subject to sufficient evidence being provided. The amount of any penalty for breach of contract will be set off against any claims for further damages.

Section 15. Final Provisions

- 1. If any provision of these General Terms and Conditions or any future provision added hereto is or subsequently becomes invalid or unenforceable as a whole or in part or if a gap is found to exist in these provisions, the validity of the remaining provisions hereof shall in no way be affected. The invalid or unenforceable provisions shall be replaced or the gap filled, to the extent permissible under law, by a regulation that in economic terms most closely approximates what the parties to the contract intended or what, according to the meaning and purpose of the contract, they would have intended had they concerned themselves with the issue.
- 2. In addition to these General Terms and Conditions, the relevant legal provisions apply. The laws of the Federal Republic of Germany apply exclusively, without giving effect to the UN Sales Convention.
- 3. Contractual Partner shall ensure that any contracts between the Contractual Partner and its customers are also subject to the laws of the Federal Republic of Germany, without giving effect to the UN Sales Convention. Furthermore, Contractual Partner shall ensure that a place of jurisdiction within the Federal Republic of Germany is agreed in such contracts. If this cannot be done, Contractual Partner shall hold harmless and indemnify ZIMMERMANN against any costs resulting from a foreign place of jurisdiction. Such costs include without being limited to legal expenses and travelling expenses.
- 4. No verbal side agreements have been made. Any amendments or alterations must be made in writing. Any waiver of written form shall also be made in writing. ZIMMERMANN's employees are not entitled to enter into oral side agreements or to make oral warranties which go beyond the contents of the written contract and these General Terms and Conditions.
- 5. To the extent permissible, the place of performance and jurisdiction for all disputes arising out of or in connection herewith shall be Gütersloh (Germany).