

## General Terms and Conditions

### § 1 Scope of Application

1. These General Terms and Conditions ("**GTC**") apply to all business relationships between EPR compact GmbH & Co. KG ("**EPR compact**") and its customers (hereinafter collectively referred to as "**parties**"), insofar as they are entrepreneurs within the meaning of § 310 BGB.
2. These GTC apply exclusively. EPR compact does not recognize any terms and conditions of the customer that contradict or deviate from these GTC, unless EPR compact has expressly agreed to their validity in writing. These GTC also apply if EPR compact provides a service to the customer without reservation, despite being aware of terms and conditions of the customer that contradict or deviate from these GTC.
3. These GTC apply as a framework agreement for all future transactions of the same kind with the customer, without EPR compact having to refer to them again in each individual case. EPR compact will inform the customer about any changes to these GTC at the latest when concluding the respective contract.

### § 2 Object of Contract, Service Portfolio of EPR compact

1. EPR compact supports producers and distributors of electrical and electronic equipment, batteries and packaging or packaged products in bringing their products into compliance with the law.
2. The service portfolio of EPR compact includes in particular the conduct of workshops and training sessions, individual employee qualification measures, support in the selection of service providers and in the conduct of official registrations, as well as support in the implementation of legal reporting obligations. In connection with the aforementioned services, EPR compact advises the customer on questions arising from day-to-day business, analyses applicable legal obligations, informs about changes in the regulatory framework, and carries out audits and assessments at the customer's premises.
3. Unless otherwise agreed in individual cases, all services provided by EPR compact are services within the meaning of §§ 611 ff. BGB. EPR compact does not owe a specific result in this respect.

### § 3 Conclusion of Contract, Service Provision by EPR compact, Authorization

1. The concrete subject matter and scope of the service provided by EPR compact is determined by the respective contractual agreement between the parties.
2. Offers by EPR compact are always subject to change. The customer's placement of an order constitutes a binding offer to conclude a contract. A contract between the

customer and EPR compact is only concluded upon EPR compact's confirmation of the order.

3. Deadlines for the provision of services specified by EPR compact are only deemed to be approximately agreed unless the parties expressly agree on a binding performance deadline in individual cases.
4. The customer authorizes EPR compact to represent him vis-à-vis authorities, service providers and other third parties to the extent that EPR compact requires the power of representation to perform the services owed. This is particularly the case if the customer has commissioned EPR compact to support in the selection of service providers, the conduct of official registrations and/or the support in the implementation of legal reporting obligations.

#### § 4 Customer's Obligations to Cooperate

1. The customer provides the cooperation services agreed upon in each individual case without being prompted. Without prejudice to this, the customer shall also promote the services of EPR compact by appropriate cooperation measures even without a specific agreement in each individual case. In particular, the customer shall
  - a. make available to EPR compact the information and data required for advisory services,
  - b. provide EPR compact with a corresponding power of attorney or other suitable proof of authorization in the event of § 3.4,
  - c. allow EPR compact's employees access to its business premises to the extent necessary and after prior coordination and during its business hours,
  - d. provide suitable premises to EPR compact for the performance of workshop and training services at the agreed times,
  - e. grant EPR compact access to its IT systems if necessary and after prior coordination, and provide the technical means required for the performance of the workshop or training,

to the extent that the parties have not assigned these services to the scope of EPR compact's obligations by an agreement in each individual case.

2. If cooperation services are owed and the parties have not already made a necessary specification contractually, EPR compact shall request the cooperation service from the client with reasonable lead time.
3. The customer shall provide all cooperation services to EPR compact free of charge.
4. All information provided by the customer to EPR compact must be correct and complete. The customer shall ensure that information provided to EPR compact does not infringe any copyrights or other rights of third parties.
5. EPR compact is entitled to rely on information provided by the customer and is not, unless the parties have expressly agreed otherwise, responsible for assessing the information or verifying its accuracy.
6. If the customer fails to provide the services owed by him, or fails to do so in a timely or contractual manner, and this has an impact on EPR compact's

performance of the affected services, EPR compact is released from the obligation to provide the affected services. The corresponding performance deadlines of EPR compact shall be extended by a reasonable period of time. In the case of bindingly agreed deadlines, EPR compact is released from the obligation to perform. The customer shall reimburse EPR compact for any additional expenses incurred as a result.

## § 5 Remuneration and Payment Terms

1. Unless EPR compact has agreed otherwise with the customer in individual cases, our current remuneration prices at the time of the order placement shall apply, plus the statutory value-added tax. Any fees, taxes or other charges incurred in connection with the services shall be borne by the customer, unless they are expressly included in the remuneration owed by the customer.
2. The remuneration of EPR compact shall become due for payment upon receipt of the invoice and provision of the service, unless the parties have agreed otherwise. EPR compact generally invoices the services provided immediately after their provision. Recurring and permanent services are invoiced by EPR compact on a monthly basis retrospectively. EPR compact is entitled to invoice partial services.
3. EPR compact is entitled to perform an order only against advance payment, even within the scope of an ongoing business relationship. EPR compact declares such a reservation at the latest with the order confirmation. Furthermore, EPR compact may make the delivery of the work results dependent on the full satisfaction of the claims.
4. The customer is in default of payment 14 days after receipt of the invoice and provision of the service. During the delay, the remuneration shall be subject to interest at the respective statutory default interest rate. EPR compact reserves the right to assert further damages in the event of default. The customer remains subject to the right to commercial maturity interest in accordance with § 353 HGB.

## § 6 Work Results

1. With the exception of customer information, all information, advisory services, recommendations, training or workshop materials and other content of reports, presentations or other communications that EPR compact provides to the customer in the course of cooperation (the "**work results**") are solely intended for internal use by the customer in accordance with the purpose of the services.
2. The customer is not entitled to disclose work results (including a part or summary thereof) to third parties (including affiliated companies) or to refer to EPR compact in connection with the services. This does not apply
  1. vis-à-vis lawyers, if they, subject to this disclosure prohibition, review the work results solely to advise the customer in connection with the services,
  2. if the customer is obliged to disclose them under a law (which he informs EPR compact of immediately, to the extent permissible), or
  3. vis-à-vis other persons or companies (including affiliated companies) if EPR compact has given prior written consent and the recipients use the work results exclusively within the scope of the consent given.

To the extent that the customer is entitled to disclose work results (or parts thereof), he is nevertheless not permitted to make any changes, edits or modifications to the work results.

1. The customer is entitled to include summaries, calculations or tables contained in a work result and based on customer information in documents that he intends to use, but not recommendations, conclusions or findings of EPR compact. The customer assumes sole responsibility for the content of such documents and is not entitled to refer to EPR compact in connection with such documents before third parties - either directly or indirectly.
2. The customer is not entitled to rely on the draft version of a work result (which is non-binding). Draft versions of a work result are for internal purposes of EPR compact and/or coordination with the customer only and therefore represent only a preliminary stage of the work result. They are neither final nor binding and require further review. EPR compact is not obliged to update a final work result in view of circumstances that EPR compact has become aware of or that have occurred since the date of completion of the work or - in the absence of such a point in time - delivery of the work result. Deviating agreements apply only if the parties have agreed otherwise.

## § 7 Term and Termination

1. The contractual relationship begins with the conclusion of the contract, unless the parties agree otherwise in individual cases.
2. If the parties have agreed on a specific term of contract, the contractual relationship ends upon expiry of this term. Notwithstanding the termination rights determined in these GTC, ordinary termination is excluded.
3. If no term of contract has been determined, the respective contract runs for an indefinite period of time, insofar as EPR compact has assumed permanent or recurring services - in particular support in the implementation of legal reporting obligations and permanent monitoring of legal framework conditions. Each party is entitled to terminate the contract with one month's notice to the end of a calendar month.
4. In all other respects, the contractual relationship ends with the completion of the services. Each party is entitled to terminate the contractual relationship or a specific service prematurely with one month's notice to the end of a calendar month.
5. In the event of termination, the customer is obliged to pay for services already commenced or completed by EPR compact, as well as expenses and outlays incurred by EPR compact until the day of termination of the contractual relationship or the specific service relationship.
6. Insofar as EPR compact owes a specific result in individual cases, the customer may terminate the respective service relationship at any time. If the customer terminates, EPR compact is entitled to demand the agreed remuneration. In this respect, § 648 BGB applies.
7. The right to terminate for cause without notice remains unaffected. There is good cause if, taking into account all circumstances of the individual case and balancing

the interests of both parties, the continuation of the contractual relationship until completion of the work cannot be expected of the terminating party. This is particularly the case from EPR compact's point of view if the customer has significantly breached his obligation to cooperate.

## § 8 Cancellation and Cancellation of Training Courses and Workshops

1. The following cancellation conditions apply for training courses and workshops by EPR compact ("**events**").
2. The customer may cancel a booked event free of charge up to seven working days before the start of the event. If the customer cancels the event later (up to 24 hours before the start of the event), EPR compact will charge 50% of the event fees. If the customer does not cancel an event up to 24 hours before the start of the event, but EPR compact cannot carry out the event because the customer fails to perform an obligation (in particular, participation of registered persons in the event, provision of suitable rooms and necessary technical means) owed by him, EPR compact will charge 75% of the event fees plus any costs incurred for accommodation, if these actually arise. This does not apply if the customer is not responsible for the failure to perform the obligation. The customer is free to prove that EPR compact has suffered lesser or no damage.
3. EPR compact is entitled to cancel events in advance if there is an important reason. An important reason exists in particular if
  1. the minimum number of participants specified in the respective invitation has not been reached.
  2. the person moderating the event cannot carry out the event due to illness,
  3. the event cannot take place for other objective reasons, in particular due to force majeure, which were not recognizable at the time of conclusion of the contract.

In these cases, EPR compact will inform the customer immediately about the cancellation of the event and refund any event fees already paid to the customer. In other respects, the liability limitations of § 9 apply in these cases. Further claims for damages are excluded.

## § 9 Liability Limitations

1. Claims for damages by the customer are excluded. This does not apply to claims for damages by the customer arising from injury to life, body, health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on intentional or grossly negligent breach of duty by EPR compact or its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.
2. In the event of a breach of essential contractual obligations, EPR compact is only liable for the contract-typical, foreseeable damage if EPR compact has caused this damage simply through negligence, unless it is a claim for damages by the customer arising from injury to life, body or health.

3. The limitations of paragraphs 1 and 2 also apply in favor of EPR compact's legal representatives and vicarious agents if the customer asserts claims against them directly.
4. The mandatory liability under other laws and for tort remains unaffected.

## § 10 Indemnification

The customer is obliged to indemnify EPR compact from all claims of third parties as well as resulting obligations, damages, costs and expenses (in particular legal prosecution costs that may be required to defend against any claims) that result from the use of the work result by third parties or because a third party relied on the work result, and that was passed on directly or indirectly by the customer or on his behalf. This obligation does not apply if EPR compact has expressly agreed in writing that the third party may rely on the work result.

## § 11 Subcontracting

EPR compact is entitled to award parts of the services to other service providers as subcontractors, who may be in direct contact with the customer.

## § 12 Confidentiality

1. Unless EPR compact has made other arrangements with the customer, neither party is entitled to disclose contents of the cooperation or other information that the respective other party or third parties provide to it on behalf of the respective other party that are confidential or are to be treated as worthy of protection for reasonable reasons to third parties. However, the contracting parties may disclose such information if they
  - a. at the time of disclosure
    - i. are generally known,
    - ii. are published,
    - iii. belong to the general professional knowledge,
    - iv. are the general state of the art,
    - v. are individually known to the receiving party of the contract.

The parties shall inform each other in writing of such prior individual knowledge;

1. after disclosure
  - a. become generally known without a breach of the confidentiality agreement by the party,
  - b. are made known to the specific party by third parties without these third parties violating any confidentiality obligations of the confidential information,
  - c. have been recognized or developed independently and independently of the confidential information by the receiving party,

- d. are publicly disclosed by the disclosing party,
  - e. must be disclosed due to mandatory legal provisions.
2. The disclosure of such information to third parties is permitted if this is absolutely necessary for the fulfillment of the contract.
  3. EPR compact may send contract-related information by e-mail if the customer has named a specific e-mail address of a contact person and has not given any other express instructions. The customer ensures confidentiality by ensuring that only he or persons authorized by him have access to the e-mail mailbox and that incoming e-mails are checked regularly. In the case of unencrypted e-mails, confidentiality is only guaranteed to a limited extent. If the customer wishes to use signature and encryption procedures, he shall inform EPR compact thereof.

### § 13 Set-Off, Right of Retention

The customer is only entitled to set-off or retention rights insofar as his claim has been legally established or is undisputed.

### § 14 Applicable Law, Jurisdiction

1. The law of the Federal Republic of Germany, excluding the referral rules of German international private law, shall apply to the contractual relationship and all non-contractual matters or obligations arising from the contractual relationship or the services provided.
2. The exclusive place of jurisdiction for all legal disputes arising in connection with the *contractual relationship* or the *services provided* is 49176 Hilter a. T. W., Federal Republic of Germany. EPR compact has the right to sue at the court having jurisdiction over the customer or at any other court that may have jurisdiction under national or international law.