

Disposal/Elimination Conditions according to the hierarchy of Service Waste of ("ALBA") of the companies of the ALBA Group

1 General information

1. The following General Conditions of Elimination / valuation according to the hierarchy of Service Waste ("ALBA") of the ALBA Group will apply to all, also future, commercial relationships between the contractual party ("Client") and the respective company in charge of the Grupo ALBA ("Contractor") together the "Parties" in the field of waste disposal / recovery according to hierarchy.

2. Individual agreements reached in an individual case (including guarantee agreements, supplements and changes) will in any case have priority over these. A written contract or the written confirmation of the Contractor will be decisive for the content of said agreements, taking precedence over these general conditions, which will be valid in the event of no individual agreement.

3. The offers made will not imply a commitment without explicit acceptance, by the OPERATOR OR CLIENT.

2 Contractor services

1. Within the framework of the agreed scope, the contractor will be in charge of all the services in the field of the industrial waste disposal / valuation according to hierarchy, for example. the supply and containers, the exchange or filling of the supplied containers, the adequate recycling in accordance with the law and / or by the harmless disposal of waste in accordance with the principles of the transfer in the best public interest, including the transportation, treatment, as well as storage and deposit of waste in compliance with the respective applicable provisions of the recycling and waste management law, the applicable regulations. ALBA, reserves the right to sell for valuation .

2. ALBA reserves the right that the services it must provide be carried out totally or partially by a suitable subcontractor.

3. The obligation of elimination / recovery according to the contractor's hierarchy refers only to waste with the agreed condition. If the waste corresponds to the agreed condition, the Contractor will comply with its legal obligations of disposal by order of the Client. If the status of the waste deviates from the content of the responsible declaration or the agreed condition, the contractor has the right to refuse the acceptance and disposal of this waste. The legal responsibility for waste materials, which must be recycled or disposed of, will remain with Power of the Client. Other rights of the contractor, including those for damages will not be affected..

4. The Contractor has the right to provide another available container size and, where appropriate, to exchange the containers .

3 Duties of the Client

1. The Client has to comply with all the prerequisites for a correct elimination / recovery of the service in accordance with the applicable legislation.

2. Containers must be filled exclusively with agreed waste. Customer will ensure pre-sorting of waste materials according to agreed waste specifications. Contractor may examine supplied waste materials to the extent that they comply with the specifications and agreed quantities respectively. The examination is limited to externally recognizable defects or deviations. However, **the waste may not contain in any way components that infringe prohibitions due to their high content of acids or for other reasons, they may attack, damage or contaminate in an unusual way garbage bins, containers or vehicles, presses.**

3. The taking of the waste materials presupposes the effective declaration of acceptance by the contractor of the conditions reflected. The contractor will not acquire any ownership of the waste; however, the Client irrevocably authorizes him to sell the

waste to a third party on his own account and to assign ownership of the waste to a third party.

4. The Client must confirm the correct provision of the services agreed to to the Contractor in writing upon request and report defects with respect to the elimination / recovery according to the waste hierarchy.

5. The Client undertakes to allow the assembly of the containers in the agreed place to the extent that the collection, exchange and recharging by the Contractor can be carried out during normal business hours without impediments, confusion or endangering the people and materials using the necessary devices and in the shortest possible way. If the assembly of the container requires a special use permit, then this has to be purchased by the Customer; the Client is also responsible for complying with the obligation to secure traffic.

6. The Client undertakes to inform the Contractor of official orders, which are adequate to influence the conditions of the service to be provided by the Contractor, immediately in writing.

7. The Client will assume the expenses of waiting and empty trips for which he is responsible.

8. The waste disposal / recovery contract ends with the termination of the contract within the existing conditions, even if the Client is giving up his business or a change of ownership could occur.

4 Remuneration and All agreed prices will be considered in euros plus legal value added tax. . Special services, which have not been expressly agreed, however were stipulated by law or initiated by the Client, can be billed separately. The Client agrees to receive an electronic invoice in the form of the PDF document by email. The customer has the right to object to receiving an electronic invoice at any time.

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5 Responsibility

1. The Contractor shall be liable to an unlimited extent:

a) for each willful or grossly negligent cause of damages of the client, employees or vicarious agents;

b) in the event of willful or negligent injury to life, body or health;

c) for claims in accordance with the Product Liability Law or insofar as one of the parties maliciously led to the reporting of the defect to an object or has assumed an explicit guarantee for the condition of an object.

d) The parties will only be liable in case of simple negligence with the breach of essential contractual obligations and limited to typically foreseeable damages.

6 International waste recovery / disposal according to waste hierarchy.

To the extent that the parties have not agreed to a specific contract, the following obligations will apply:

1. OBLIGATIONS OF THE PARTIES (the agreement signed here entails the recovery or elimination of the notified waste and will be effective from the moment the waste leaves the producer / operator and reaches the recovery or disposal facility of the importer.

2. - The OPERATOR must take charge of the waste if, due to its responsibility, the transfer is considered illegal or if it is not completed satisfactorily (in this case, it must ensure sustainable recovery or its elimination through other alternatives) and provide for its storage.

3. - In the event that the OPERATOR cannot fulfill its obligations, this responsibility will fall on the RECIPIENT or importer of the waste. .

4. - The RECIPIENT will value or eliminate the waste in an environmentally sustainable way, without this posing any risk to people's health or the environment if, due to their responsibility, the transfer is considered illegal.

5. - THE RECIPIENT will deliver a certificate of the final destination of the waste that certifies the correct management (recovery / elimination) of the waste .

6. In the case of intermediate waste treatment operations, the recipient will deliver a certificate of the final destination of the waste, the operator being the one obligated to send it to ALBA.

7 Force majeure, changes in legal regulations

1. Delays in the performance of the contract due to major causes and due to events, the causes of which are beyond the scope of the effect of the Contractor, will entitle the Contractor to postpone the performance of the contract for the duration of the impediment plus a period reasonable. This will also apply if such events occur during an existing delay. If the impediment lasts more than four months, the Client and the Contractor have the right to cancel the contract

9 Final provisions

1. In the event that the individual regulations of these agreements will be those that are maintained as long as they are not totally or partially invalid, this will not have any effect on the validity of the other provisions

2. Changes will be announced to Customer in writing or by mail Status: August 1, 2020.