

General Terms of Business
of
Saubermacher Outsourcing GmbH
("SMOS")

Valid from 1 December 2010

I General Provisions

1. Scope

- 1.1** These General Terms of Business ("GTB") of SMOS apply exclusively unless explicitly agreed otherwise in writing. Any collateral agreements, modifications or amendments to these GTB must be in writing.
- 1.2** Any terms of business or other conditions of SMOS' Contracting Partner that contradict or deviate from these GTB will not apply, even if SMOS does not expressly object to them. In this sense, actions taken by SMOS to fulfil contractual duties will not be deemed approval of their Contracting Partner's terms of business (or other conditions) which deviate from these GTB.
- 1.3** Finding one of these GTB's provisions (or part thereof) to be invalid, now or in the future, will not invalidate the GTB as a whole. If this occurs, the Contracting Party in question shall consult with SMOS and replace the invalid regulation by a legally permissible one that comes closest to the intended purpose of the invalid regulation.
- 1.4** All terms and definitions used in these GTB are based on relevant Austrian laws as amended, especially the Foreign Trade Act (AWG).

2. Offer and acceptance

- 2.1** Offers from SMOS are non-binding, subject to change, and may contain errors, including misprints. Contracts with SMOS are formed only when they confirm the order in writing. However, SMOS is entitled to accept a contract orally or by implication in individual cases.
- 2.2** If an offer is made to SMOS, the party making it must be bound to it for thirty days from the date on which SMOS receives it.

3. Cost estimates; Cost overruns; Changes to orders; Additional orders

- 3.1** SMOS prepares cost estimates to the best of their professional knowledge. However, SMOS makes no guarantee that their cost estimates will be correct or complete.
- 3.2** SMOS prepares these cost estimates against payment. However, any payment made for a cost estimate will be credited if SMOS is awarded a contract because of the cost estimate.
- 3.3** SMOS will not require Contracting Partner's approval if costs increase after the contract has been awarded, as long as the increase does not exceed 15% of the estimated total price. SMOS is entitled to invoice Contracting Partner for these additional costs immediately. If costs increase by more than 15% of the estimated total price, SMOS shall inform Contracting Partner thereof immediately. If within three days of Contracting Partner's being notified of the cost increase SMOS receives a letter or oral notification from Contracting Partner declaring they will not accept the cost increase, SMOS is entitled to withdraw from the contract. In this case, Contracting Partner shall reimburse SMOS in full for any actually incurred expenses. If within three days of Contracting Partner's being notified of the cost increase SMOS does not receive a letter or oral notification from Contracting Partner declaring they will not accept the cost increase, the cost increases that have been communicated to Contracting Partner will be deemed accepted.
- 3.4** SMOS is entitled to invoice for any additional orders or changes to orders immediately.

4. Prices

- 4.1** All prices named by or agreed with SMOS for services they are to render correspond with the current cost accounting situation. They basically include all taxes, fees and charges existing at the time of contract conclusion, or the time of disclosure through SMOS (e.g., contaminated site contribution, store disposals, road pricing, etc.), but do not include legal VAT. Deviating therefrom are consumers as defined by the Consumer Protection Act from the prices named or offered by SMOS gross prices, which contain legal VAT in addition to all other fees and surcharges.
- 4.2** SMOS is entitled to raise the agreed prices if changes over which they have no influence are made to the

6. Warranty and Damages

- 6.1** Employer shall be liable only for consequences and damage that have arisen or will arise due to improper repositories or incorrect labelling, or due to bringing in the wrong type of waste.
- 6.2** SMOS' Contracting Partner shall immediately inspect the services rendered by SMOS and notify SMOS of any defects within three days of performance, specifying the defect precisely, failing which they shall forfeit all claims, including warranty claims and claims to damage compensation.
- 6.3** In any case, SMOS is entitled to remedy any defects by improvement or exchange (at their discretion) within a reasonable period. Claims to price

cost bases underlying their calculations, especially due to changes in wage costs brought about by modifications to collective agreements, or due to company-internal agreements, or costs related to performance such as costs for materials, energy, transport, outside services, financing, etc., or fees, taxes and charges such as contaminated site contributions, store disposals, road pricing, etc., to the extent of such changes. Only for consumers as defined by the Consumer Protection Act is SMOS also obligated to reduce the prices if changes are made to the cost bases underlying their calculations.

- 4.3** Due to the depth of wages for the services to be rendered under this contract, if changes are made to collectively agreed wages, social insurance contributions or other statutory additional payments, the agreed price will change by the percentage of the increased wage or social insurance contributions or other statutory additional payments. The price change will take effect on the 1st day of the month in which a change is made to one or more of the aforementioned factors. Contractor shall notify Employer in a timely manner and in writing about any such change.
- 4.4** Furthermore, the value retention of SMOS' claims against Contracting Partner is expressly agreed. To calculate such value retention, the criterion will be the Consumer Price Index (as defined by the Consumer Protection Act) published monthly by the Austrian Statistics Office, or an index taking its place, or another comparable index. The basis of calculation for the respective contract will be the index figure published for the month of contract conclusion. However, fluctuations in the index figure of 3% or less will not be considered. This margin must be recalculated each time the figure is exceeded or not met, whereby the first index figure lying outside the applicable margin of 3% will form the basis for the new determination of the claimed amount, as well as for the calculation of the new margin. The amounts yielded thereby are to be rounded up by one decimal position. If SMOS asserts no additional claims arising from an index change of this type, this will not be deemed a conclusive waiver of value retention. The claims resulting from value retention become time-barred in three years.

5. Payment

- 5.1** Unless otherwise agreed in writing, at the time of contract conclusion Contracting Partner is obligated to pay the full price for the services to be rendered by SMOS.
- 5.2** Invoices will be based on the weighing slip, hourly records, and other records kept by SMOS or Employer.
- 5.3** Invoices are due for net payment within 14 days after they are received.
- 5.4** Improper fulfilment by SMOS will not entitle their Contracting Partner to withhold payments in their entirety, but only a reasonable part thereof. If SMOS offers Contracting Partner a reasonable security, Contracting Partner will lose its right to withhold part of a payment or refuse to make a payment.
- 5.5** Contracting Partner may not offset with counterclaims of any kind, unless a final judgement has been entered for the claims or SMOS has expressly acknowledged them in writing.
- 5.6** Any rebates SMOS grants to Contracting Partner are subject to the condition precedent of timely and complete payment.
- 5.7** If payment is late (even if no one is at fault), SMOS is entitled to invoice 1.2% default interest per month, beginning on the due date. For each instance of late payment, Contracting Partner shall reimburse SMOS for all costs relating to collecting outstanding receivables, such as dunning costs, debt collection costs, investigation and information costs, and attorney costs.
- 5.8** Payments made to SMOS will first be credited to costs, then to interest, then to SMOS's most overdue claim, in that order. Contracting Partner cannot allocate them elsewhere.
- 5.9** If a Contracting Partner's creditworthiness or ability to pay is justifiably doubtful, SMOS is entitled to demand advance payment, cash payment, cash on delivery or other sureties at any time and in deviation from the agreed payment conditions. If Contracting Partner refuses to provide such advance payments, etc., SMOS is entitled to withdraw from the contract immediately without entitling Contracting Partner to any claims for compensation against SMOS. In this case, Contracting Partner shall reimburse SMOS in full for any actually incurred expenses.
- 5.10** Claims against SMOS may not be assigned to third parties without SMOS' prior written approval.

reduction are excluded in these instances. If SMOS remedies the defect, the warranty period will not be extended.

6.4 If Contracting Partner itself remedies a defect within the warranty period (which amounts to 6 months by mutual agreement), SMOS shall replace the costs incurred only if SMOS has expressly consented to this improvement by Contracting Partner in advance and in writing.

- 6.5** SMOS will not be liable for damages caused by normal wear and tear, improper use, or circumstances lying outside normal operating conditions.

6.6 SMOS will accept no liability for any deadline delays when the order is filled, or for any delayed pickups. Client expressly agrees not to assert any damage compensation claims against SMOS in this context.

6.7 Any claim against SMOS based on damage compensation is excluded in the event of slight negligence. Contracting Partner bears the burden of proof for gross negligence. Compensation claims become time-barred in one year after SMOS provides delivery or service.

7. Applicable law and place of jurisdiction

7.1 Austrian substantive and procedural law will apply to all contracts concluded between SMOS and their clients.

7.2 It is agreed that all disputes between SMOS and their Contracting Partner will be settled by the court having jurisdiction *ratione materiae* in Graz.

8. Consumer transactions

8.1 If a consumer transaction exists as defined by § 1 (1) Consumer Protection Act (KSchG), and if compulsory provisions of this federal law oppose the effectiveness of individual provisions of these GTB, it is agreed that in this case the compulsory standards of the KSchG will replace the GTB provisions in question. However, all other provisions of these GTB will remain in full force and effect.

9. Consent to advertising and information

9.1 Contracting Partner gives their consent, which can be revoked at any time, to receive support in writing or over the telephone, and especially to receive e-mails for advertising and informational purposes from SMOS and its affiliated companies.

II Special provisions for waste management

10. Repositories and other operating equipment

10.1 The repositories, containers and other operating equipment provided by SMOS remain their property. The user will be liable for damage caused by improper use of the repositories provided, as well as for the costs of repair or new procurement.

10.2 If waste is provided in containers of Contracting Partner or a third party, such containers must comply with applicable statutory requirements. If repositories as defined by § 2 VerpackVO (Packaging Ordinance) are involved, Contracting Partner shall ensure licensing and dispensation of these repositories and indemnify SMOS against all claims in this regard. SMOS is entitled to provide these containers with their own stickers.

10.3 Employer shall protect pits and other uncovered containers against weather-induced influences such as rainwater.

10.4 If it is doubtful that the waste has been labelled correctly, SMOS is entitled to have the delivered or provided waste examined at Employer's expense. The result will be binding for disposal and the expense report. When determining the amount of waste, the weighing by SMOS or a third-party organization they have named will be decisive. Classification to price categories by SMOS due to samples and specimens that have been sent is always non-binding. Binding offers can be given only after sampling procedures have been carried out by SMOS themselves.

17.2 Contractor shall observe statutory accident prevention regulations and instruct their personnel accordingly. Employer must demonstrably point out to the personnel all sources of danger. If Contractor's own Code of Conduct applies to their operations, they shall transmit this code to Employer, in writing, before the contractual duties begin. Otherwise, no liability will be accepted for any contravention.

17.3 Damage compensation claims can be asserted only in cases of intent and gross negligence. The obligation to compensate for damages does not apply to damages inflicted by the service staff, as long as such damages were not

11. Ownership structure

11.1 When the accepted waste is placed in the containers provided, it becomes the property of SMOS and will not be replaced, unless this opposes a statutory or contractual provision.

11.2 In waste commerce, ownership is transferred as soon as the material is handed over to the acquirer, unless this opposes a statutory or contractual provision.

11.3 When goods are bought or sold, ownership is transferred as soon as the goods are handed over and paid for, unless this opposes a statutory or contractual provision.

11.4 SMOS will not be given ownership of waste for which they have no collection permit (especially radioactive or explosive substances).

12. Acceptance of waste

12.1 SMOS accepts only waste, hazardous waste, used materials and the like, which contain no radioactive or explosive substances. Used oils that have been accepted may not contain any poisonous, caustic or corrosive substances. The transferor is responsible for the correct documentation (e.g., delivery note, records of quantity, waste classification, etc.) of the waste, and will be liable for all damage incurred by SMOS or third parties due to incorrect or inadequate labelling, classification or allocation of the waste, hazardous waste, used oils, or used substances. In cases of doubt, the final classification into one of the waste categories listed will be made according to Ö-Norm S 2100 and the Ordinance on the Classification of Hazardous Waste, as amended, after SMOS has conducted a laboratory analysis at Employer's expense. The result of this analysis will be binding for both sides.

12.2 If one of the prerequisites named in 10.1 is not met, SMOS may refuse to accept the waste.

12.3 If SMOS refuses acceptance, Employer shall pick up the delivered waste within two business days. If Employer fails to do so, they shall pay SMOS storage fees equal to ten times the local storage charge for similar substances.

13. Removal; Recovery

13.1 SMOS reserves the right to consign the accepted waste (or parts thereof) to recovery or treatment instead of disposing of it.

13.2 If SMOS loses their right to collect, treat or recover individual substances, for whatever reason, they are entitled to refuse to accept such substances.

III Special provisions for cleaning services

14. Cleaning personnel

14.1 Contractor shall provide the necessary workforce. They shall use reliable personnel and supervise them through a specialised staff. They also attest that contracts have been concluded with the workforce they employ, in accordance with statutory provisions.

14.2 The cleaning personnel is strictly forbidden from inspecting written documents, files, binders, etc., and from opening chests, desks or other containers, unless Employer expressly asks them to do so.

15. Cleaning material and devices

15.1 Contractor shall provide the machines, devices, and cleaning and care products required for cleaning work.

15.2 Employer shall provide at no charge the warm and cold water needed for cleaning, the electrical current, as well as suitable and closable rooms for storing clothes and housing personnel, and for safeguarding materials, machines and devices.

16. Contract fulfilment; Warranty

16.1 Contractor's services are deemed contractually fulfilled and accepted:

- (for one-time services) when cleaning is over at the latest, if Employer raises no immediate objections;
- (for repeated services) when their work is put to use, provided Employer does not raise justified objections in writing which specify the time, place, type and extent of the defect.

16.2 If the cleaning work shows defects and complaints thereto are lodged immediately, Contractor shall provide rectification. No claims can be asserted beyond this extent, especially claims for damage compensation.

17. Liability

17.1 Contractor shall be liable for personal injury and material damage demonstrably and culpably caused by them or their personnel while fulfilling contractual duties.

caused in connection with the rendering of services or Contractor is not guilty of culpa in eligendo (i.e., guilt in selecting this staff). The obligation to provide compensation is defined by the type and scope of coverage of Contractor's liability insurance.

17.4 Employer shall be liable only for consequences and damages that have arisen or will arise due to (1) improper repositories or (2) missing, illegible or incorrect labelling, or (3) bringing in the wrong type of waste.

18. Measurements

18.1 If invoices are prepared according to measurements, the guidelines of the respective Federal Trade Guild Association will apply.

18.2 If Employer does not object immediately to the determination, the measurements are deemed accepted.

IV Special provisions for temporary employment

19. Activities

19.1 Employer shall perform their work on their behalf and under their direction. SMOS shall provide a workforce who is ready to work, and shall leave them to perform this work.

19.2 The employer may use the surrendered workforce only for the services agreed for them. If the surrendered workforce renders services indicating a high level of skill, the services are deemed contractually performed, and (especially) must be compensated and invoiced.

The smallest billing unit is one business day, according to the normal working time under the collective agreement, even if the time of employment was actually shorter.

20. Liability

20.1 The surrendered workforce is not entitled to accept money or valuables, or to collect debts, or to take on any obligations not agreed under the contract. SMOS will not be liable if the surrendered workforce handles money, securities, or sensitive or costly merchandise, or if they damage the objects, machines, vehicles or materials entrusted to them by our clients. Toward third parties, the surrendered workforce will work under the exclusive responsibility of the client. Any liability for surrendered chauffeurs of motor vehicles, or for machine operators, is excluded in the event of accidents, whether for bodily injury or material damage suffered by our clients, their personnel, or third parties. It is our clients' responsibility to take out the required insurances to protect themselves against the aforementioned risks.

20.2 As defined by § 2 in conjunction with § 6 AÜG (Law on Temporary Employment), the temporary employer is responsible for complying with occupational safety regulations and duties of care, in the broadest sense, while the workforce is turned over to them.

The temporary employer expressly agrees that the use of the surrendered workforce will not cause Contractor to suffer any impairments of the wage and working conditions in the sector of the temporary employer, and will not jeopardise job positions.

21. Credit rating

If the temporary employer's credit rating is poor, or if there is a danger of insolvency, all receivables will become due immediately and SMOS will be entitled to withdraw from the contract with immediate effect, and to withdraw the surrendered workforce.

22. Foreign workforce

If a foreign workforce is used, the party providing them ensures that their employment complies with existing statutory provisions for the employment of foreign workers.

23. Liability for selection

The surrendered workforce is able and willing to work. The party providing them is liable for selecting them carefully, but not for defect-free performance of the work, since the surrendered workforce are deemed employees of the temporary employer during the time of their placement.

24. Direct employment relationship

Within one year after the surrendered workforce ends their actual activity in the temporary employer's operations, the temporary employer may not

make an agreement with them regarding a work relationship or the rendering of services in another form, without the express written permission of the party who provided the workforce. The temporary employer is also forbidden from employing the surrendered workforce via another placement service. In the event of contravention, SMOS is entitled to charge for the costs and damages incurred thereby.

25. Non-Disclosure

The temporary employer's claims, especially those which arise from the breach of non-disclosure obligations or non-compete clauses (especially after the employment in the temporary employer's operations has ended), or from patent matters or liability matters for employees, must be asserted toward and with the surrendered workforce directly.

26. Period of employment; Contractual period

26.1 The employment is deemed to begin on the date indicated by Employer in the order confirmation, which is binding for both Employer and Contractor. If employment has not occurred by the indicated deadline, Employer shall pay the agreed hourly rates until employment can be initiated elsewhere, up to a maximum of the agreed period of employment.

26.2 The contractual period will initially be determined by the time period indicated in the order confirmation. If the employment relationship is continued temporarily after this time period expires, these terms of business will apply to this time period as well, and to any temporary or permanent continuation, or to a new contract award which is separated in time but occurs during the current fiscal year.

27. Working hours

Contractor (and consequently, Employer) are subject to the provisions of the AZG (Working Hours Act) and the ARG (Austrian Act on Rest Periods).

28. Obligations of Employer

Employer shall therefore comply with all relevant statutory provisions when giving orders and instructions to Contractor or the workforce Contractor employs. Please note that Contractor and their workforce are not obligated to follow any of Employer's orders that contradict labour-law provisions.

29. Work location:

The work location will be amicably agreed between Contractor and Employer.

V Special provisions for industrial cleaning

30. Activities

On Employer's request, SMOS shall carry out industrial cleaning activities using dry ice cleaning, high-pressure cleaning or chemical cleaning. SMOS guarantees the cleaning will be successful, but cannot accept any liability for the surface properties of the cleaned object after the cleaning is over, since this might be influenced by chemical, physical or mechanical reactions that may occur.

VI Miscellaneous

31. If a contract is awarded, Employer shall inform SMOS of all hazards of which they are aware (mechanical, electrical, chemical, etc.) in their area of responsibility that might affect SMOS in immediate connection with the order.