

## **GENERAL TERMS AND CONDITIONS ("GTC") OF SHIPMENT, HANDLING AND RECOVERY OF WASTE**

### **1. SUBJECT OF THE GTC**

1.1. The subject of this GTC is the supply and utilization by **Zero Waste Group**:

Zero Waste Group Korlátolt Felelősségű Társaság  
seat: 9685 Szemenye, Hrsz. 0146/5. Hungary tax  
No.: HU27331129 / 27331129-2-18 registry No.: 18-  
09-115571  
representative: Sarkady Attila managing director

1.2. Zero Waste Group shall enter into an individual contract (hereinafter referred to as the "**Contract**") with the supplier (hereinafter referred to as the "**Supplier**") concerning the supply and utilization of waste. The Contract shall be governed by the present GTC.

1.3. The waste delivered to Zero Waste Group's premises at H-9685 Szemenye, Hrsz. 0146/5 (hereinafter referred to as the: "**Premises**") and handed over by the Supplier shall be in compliance with the relevant licenses, the GTC, the Contract and the applicable laws (hereinafter referred to as the: "**Waste**").

### **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.1. The parties (hereinafter referred to as the "**Parties**") declare that they possess all licenses that may be necessary for the performance of their obligations under the GTC and the Contract, and they shall maintain their validity during the whole term of the Contract. The Supplier's valid licenses must be transmitted in electronic way to Zero Waste Group at least before the Supplier is carrying out the first shipment. The Parties are obliged to inform each other immediately about any circumstances that may result in the modification or the withdrawal of the relevant authority license.

2.2. The Supplier is obliged to supply the waste in the quantity and quality set out in the Contract to Zero Waste Group, in a manner compliant with the GTC and the Contract and the applicable laws. Zero Waste Group takes over the waste transported in compliance with the Contract and the applicable laws. Zero Waste Group undertakes to the pretreatment, recovery or utilization of the Waste supplied by the Supplier in compliance with the GTC and the Contract and the applicable laws in accordance with the existing authority license and the applicable laws of Hungary. The Supplier represents that it is familiar with the conditions of the utilization.

2.3. In case during the acceptance of the Waste Zero Waste Group finds that the Waste is not compliant with the requirements set out in the GTC and/or the Contract or the applicable laws, or its transport is not compliant with the same, the Parties shall investigate the case within three (3) working days. If no complaint is raised by Zero Waste Group within this deadline, the ownership of the Waste shall be transferred to Zero Waste Group. In case the problem occurred cannot be solved by mutual agreement, Zero Waste Group may reject the Waste, and therefore the ownership of the Waste as well, in which case the Supplier is obliged to transport the rejected waste from Premises at its own cost,

without delay. If there is a dispute between the Parties regarding the compliance of the Waste or the transport, Zero Waste Group has the right to reject further waste supplies of the Supplier and not to take these over until the settlement of such dispute. In such a case, the Supplier shall not make further supplies, and it is obliged to take back the disputed quantities at its own cost.

2.4. If Zero Waste Group completes the pretreatment and/or utilization of the non-compliant Waste, the Supplier shall fully indemnify Zero Waste Group for all damages and losses related to the non-compliance of the Waste.

2.5. Zero Waste shall carry out the examination of the Waste transported by the Supplier to the Premises as follows:

- a) **quantitative examination:** upon its arrival, Zero Waste Group determines the amount of the waste by weighing. Zero Waste will only accept its own weighing results, which shall also be the basis for invoicing. Upon the Supplier's request, Zero Waste Group shall present the verification protocol of its own scales as verification of the weighing.
- b) **qualitative examination:** Zero Waste Group may carry out the qualitative examination of the delivered waste at any time before its utilization. Zero Waste Group shall carry out the qualitative examination at its own laboratory or at a laboratory of an external service provider which the Zero Waste Group may use based on a service contract. Zero Waste Group is not obliged to carry out qualitative examination for each shipment but may do so randomly too. If the result of the examination unveils that the Waste is not compliant with the requirements set out in the Contract or the relevant laws, the Parties shall have the sample examined by an independent laboratory. The Parties are obliged to accept the result of such examination. If the examination carried out by the independent laboratory unveils that the Waste is not compliant with the requirements set out in the Contract or the relevant laws, Zero Waste Group may reject the waste. The costs of the independent laboratory chosen by the Parties shall be pre-paid by the parties jointly, in equal ratio. The costs of the examinations carried out by independent laboratories shall be reimbursed by the party, whose statements regarding the quality of the waste were not justified by the examination.

2.6. If any unwanted foreign material is detected in the Waste and that cannot be removed by means of sorting, Zero Waste Group shall debit the Supplier with an amount of 40% of the value of such supply. In each case, Zero Waste Group shall inform the Supplier about the contamination found in the supplied waste by making a complaint. In case Zero Waste Group considers the waste contaminated with foreign material to be unsuitable for the pretreatment or utilization, the Waste shall immediately be returned at the Supplier's own expense. In case the Supplier considers the costs of sorting to be extremely high, the Supplier itself can use the option of returning the supply. The Supplier shall notify this decision to Zero Waste Group in writing after receiving the complaint, but before the sorting has been started. The cost of returning the Waste refused and/or not taken over for the reason specified above, and all reporting obligations towards the authorities – including necessary administration and administrative cost – are to be borne by the Supplier. The return of the complaint waste by the supplier, must be finished within seven days after the complaint at the latest. If the Waste is not returned within this deadline due to a reason attributable to the Supplier, the Supplier shall be obliged to pay Zero Waste Group a penalty of EUR 70 / tons. The parties further agree that if any foreign material remaining in the Waste causes damage to the machines and equipment used during pretreatment or utilization, Zero Waste Group is entitled to pass on to Supplier the financial consequences and all associated costs thereof.

- 2.7. The non-performance or faulty performance of the above examination by Zero Waste Group does not relieve the Supplier from the consequences of breach of contract. Without time limit Zero Waste Group reserves the right to lodge a complaint against the Waste.
- 2.8. If Supplier is responsible for the organization of the transport at its own cost, it is obliged to take all steps necessary to perform the transport according to the applicable laws and regulations and the Contract (including the observance of the provisions of the related licenses of the parties). If the competent authorities prescribe conditions for the transport, pretreatment or the utilisation, and if such conditions affect Zero Waste Group, the Supplier shall immediately inform Zero Waste Group thereof and the Parties shall consult to fulfil such conditions. If the Parties cannot reach an agreement after a reasonable period, either party is entitled to withdraw from the relevant supply.
- 2.9. The Supplier is in all cases - even in the case when the transportation is organized by Zero Waste Group at its own cost – responsible for the conformity of the Waste, therefore in case any fee, cost, expense or damage occurs to Zero Waste Group due to the nonconformity of the Waste shall be borne by the Supplier.
- 2.10. The Supplier may use subcontractors for the performance of the Contract after having notified Zero Waste Group thereof in writing, however, it shall be liable for their acts and omissions as if they were its own.
- 2.11. Zero Waste Group shall provide Supplier with all information required by law about the Premises. The Supplier may use such information solely to obtain the license necessary for the transport.
- 2.12. The Supplier, at its own cost and upon Zero Waste Group's request shall provide Zero Waste Group with all documents related to the Waste, notifications, licenses subject of the Contract, for the purpose of examining the compliance of the transport and the Waste.
- 2.13. The Supplier shall fully indemnify Zero Waste Group for all damages incurred in connection with Supplier's non-compliance with the GTC, the Contract, the applicable laws, or authority licenses.

### **3. TERMS OF DELIVERY**

- 3.1. The Supplier shall not exceed the maximum volume set out by the Contract. Delivery shall be subject to the weekly forecast submitted one week in advance by Supplier and approved by Zero Waste Group. The specific monthly amounts to be delivered and the exact delivery time are always to be agreed by the Parties in the previous month. Zero Waste Group is not obliged to take over the Waste amount in excess of the yearly amount specified by the Contract and the monthly volume previously determined by the Parties, and is entitled to refuse the takeover of the volume exceeding the above volumes, except for cases where the Parties previously agreed otherwise in writing.
- 3.2. Zero Waste Group shall be entitled to request an amended delivery schedule in order to use the Waste in a cost-efficient manner in the case of a serious and permanent disruption in its operation (breakdown, downtime, etc.).

- 3.3. The parties establish that the proper classification of the waste in accordance with the Ministerial Decree 72/2013 (VIII.27.) is solely the task and the responsibility of the Supplier, therefore, any consequence of non-compliant classification shall burden the Supplier. In case of non-compliant classification, the Supplier shall be obliged fully indemnify Zero Waste Group for all losses arising therefrom.
- 3.4. Waste shall be delivered in bales, big bags or loose bulk, and transported with tent trucks or walking floor trucks. Any deviation from this requirement shall be specified in a separate written agreement of the Parties.
- 3.5. Zero Waste Group shall be entitled to request Supplier to deliver one shipment per supply source as sample shipment to Zero Waste Group. If the performance of sample shipments is not compliant with the terms of the Contract, Zero Waste Group may terminate the Contract with immediate effect. and Zero Waste Group is not obligated to take over any Waste.

#### **4. PAYMENT CONDITIONS**

- 4.1. The Supplier shall pay a fee to Zero Waste Group in an amount set out by the Contract to for the pretreatment or utilization of the Waste (hereinafter referred to as the **"Waste utilization fee"**).
- 4.2. Payment of the Waste utilization fee must be completed within the deadline set out by the invoice of Zero Waste Group by bank transfer to the bank account indicated on the invoice. Zero Waste Group shall be entitled to issue two weekly summary invoices.
- 4.3. In case of late payment, the Supplier is obliged to pay late payment interest as prescribed by Section 6:155 (1) of Act V of 2013 on the Hungarian Civil Code for the period between the beginning of default and the day of actual payment.
- 4.4. The Waste utilization fee will be renegotiated and if necessary, updated on a yearly basis. If the Parties cannot reach an agreement regarding such terms until 1<sup>st</sup> December of the calendar year preceding the subject year, the Contract shall automatically terminate on the 31<sup>st</sup> day of December of the running year.

#### **5. TERMINATION OF THE CONTRACT**

- 5.1. Either party is entitled to terminate the Contract with a written notice with 30 (thirty) days notice period (ordinary termination).
- 5.2. The Supplier can terminate the Contract with immediate effect under the following conditions:
- Zero Waste Group does not own valid license issued by the competent authority necessary for the utilization of the Waste;
  - there are ongoing liquidation or winding-up proceedings against Zero Waste Group;
  - if Zero Waste Group breaches its material obligations prescribed by law related to waste management.

5.3. Zero Waste Group can terminate the Contract with immediate effect under the following conditions:

- the Supplier transports unlicensed Waste or Waste which is not compliant with the license to the Premises;
- the Waste delivered by the Supplier to the Premises is unsuitable for processing and/or fails to comply with the acceptance criteria;
- the Supplier does not pay the waste utilization fee or breaches the GTC or the Contract in any other way. Such circumstances may provide basis for termination if the Supplier does not comply with its payment obligation or does not remedy the breach of contract within 15 (fifteen) days from the receipt of a written request for payment or notice on breach of contract;
- if there are ongoing liquidation or winding-up proceedings against the Supplier
- If the Supplier breaches its material obligations prescribed by law related to waste management and transport.

5.4. The termination of the Contract does not affect the shipments already ongoing at the date of the termination and the utilization of shipments already delivered but not yet utilized: the Contract will continue to be applicable for such shipments. If the Contract is terminated by Zero Waste Group with immediate effect, upon the decision of Zero Waste Group, the termination with immediate effect may affect the ongoing shipments and the Waste already delivered but not yet utilized. In this case the Supplier is not entitled to transport the waste to the Premises and it is obliged to take away the delivered waste from the Premises at its own cost.

## **6. CLOSING PROVISIONS**

6.1. Parties shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of their rights and obligations under the Contract without the other party's prior written consent.

6.2. No variation of the Contract shall be effective unless it is in writing and signed by the Parties.

6.3. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, or prevent or restrict the further exercise of that or any other right or remedy.

6.4. The GTC and the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Hungary. Each party irrevocably agrees that the courts of Hungary shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the GTC or the Contract or its subject matter or formation (including non-contractual disputes or claims).

## 7. WASTE INPUT SPECIFICATION

7.1. Contracted materials should meet the following specification, if parties are not agreeing differently. The material still need to meet all other connected legislations.

**Physical and chemical parameters for Input materials:**

<u>Indicator</u>	<u>lower limit value</u>	<u>upper limit value</u>
<u>Calorific value</u>	Min. 16 MJ/Kg	Max. 28 MJ/Kg
<u>moisture</u>	Min. 0%	Max. 25%
<u>Ash</u>	Min. 0%	Max. 16%
<u>Mercury</u>	0,02 mg/MJ	<u>max.</u> 0,05 mg/kg
<u>Cadmium</u>	0,2 mg/MJ	<u>max.</u> 6,4 mg/kg
<u>Thallium</u>		
<u>Arsenic</u>	0,4 mg/MJ	<u>max.</u> 10 mg/kg
<u>Beryllium</u>	0,2 mg/MJ	<u>max.</u> 5 mg/kg
<u>Cobalt</u>	0,8 mg/MJ	<u>max.</u> 20 mg/kg
<u>Chromium</u>	4 mg/MJ	<u>max.</u> 100 mg/kg
<u>Copper</u>	16 mg/MJ	<u>max.</u> 400 mg/kg
<u>Manganese</u>	4 mg/MJ	<u>max.</u> 100 mg/kg
<u>Nickel</u>	4 mg/MJ	<u>max.</u> 100 mg/kg
<u>Lead</u>	8 mg/MJ	<u>max.</u> 100 mg/kg
<u>Antimon</u>	1 mg/MJ	<u>max.</u> 25 mg/kg
<u>Selenium</u>	0,8 mg/MJ	<u>max.</u> 20 mg/kg
<u>Tin</u>	3 mg/MJ	<u>max.</u> 75 mg/kg
<u>Vanadium</u>	1 mg/MJ	<u>max.</u> 25 mg/kg
<u>Zinc</u>	16 mg/MJ	<u>max.</u> 500 mg/kg
<u>TX (all halogen)</u>	0-0,4 %	<u>max.</u> 1,0 %
<u>Sulfur</u>	0-0,5 %	<u>max.</u> 0,5%

7.2. Packaging specification:

- Big bags in good condition on pallets, should be not damaged
- octabins or boxes on pallets
- in bulk
- pressed bales (dimensions: 1,4x1,3x1,3m and max 1.000 Kg each piece).

### 7.3. Banned waste or impurities:

- Construction waste
- Radioactive waste
- other Hazardous waste or substances (e.g. batteries)
- Explosive waste
- Liquids
- Substances that are prone to spontaneous combustion / deflagration / explosion
- Substances which tend to develop gases (e.g. light metal slag, carbides)
- Self and highly flammable waste
- Skin sensitizing substances (e.g. allergy triggers)
- Dusts (e.g. graphite, mineral) filters and another dust generating waste
- Fibers having an ignition temperature above 800 ° C (e.g. carbon fibers, glass fibers, Multifilament fibers, mineral fibers)
- PVC plastic parts (e.g. plastic window frames, sanitary piping)
- Thick-walled water or sewage pipes
- Plastic pipes
- plastics straps, twines and ropes
- plastic net
- Material on rolls (paper-, plastic-, metal rolls)
- Plastic lumps
- Food and bio-waste
- closed containers (e.g. pressure gas packaging, paint cans)
- Large or heavy metal parts (> 1 Kg)
- Mineral waste (e.g. Ceramics, concrete, bricks)

**23 Május 2025**

**Zero Waste Group Kft.**