



General Terms and Conditions of Business of Veolia Industry Building - Switzerland AG

Preamble

The terms and conditions set out below govern the business relations between Veolia Industry Building - Switzerland AG (waste disposal company), Postfach, CH-4019 Basel, and its customers (disposal service users) with respect to hazardous waste entrusted by the customer to Veolia Industry Building - Switzerland AG for incineration at the regional hazardous waste incineration facility (referred to hereafter as the RSMVA) in Basel.

1. Veolia Industry Building - Switzerland AG is certified to ISO 9001 and 14001, and assures the customer that it is authorised to accept the items of waste and hazardous waste as listed in the currently applicable operating permit issued by the cantonal authorities.
2. Veolia Industry Building - Switzerland AG guarantees that all hazardous waste entrusted to it will be properly and professionally disposed of in conformity with the relevant laws and regulations.
3. Customers undertake to deliver waste for disposal according to, and in conformity with, the applicable provisions of the **Ordinance on the Movements of Waste (VeVA)** (SR 814.610), the UVEK (Federal Department of the Environment, Transport, Energy and Communications) **Ordinance on Lists for the Movement of Waste** (SR 814.610.1) and the **Basel Agreement on the Control of Cross border Transport of Hazardous Wastes and their Disposal** (SR 0.814.05) and all other applicable cantonal and national laws and regulations. The customer shall, in particular, **use and fill out** a consignment note for each item of hazardous waste in accordance with the legal provisions listed in this section.
4. The customer undertakes to provide Veolia Industry Building - Switzerland AG with details of the composition and properties of the waste products in order to ensure staff safety and protect both the environment and the disposal facilities.
5. Veolia Industry Building - Switzerland AG undertakes to accept delivery of hazardous waste if said waste matches the specifications of the offer and the information on the consignment note and the corresponding free incineration capacities are available. Veolia Industry Building - Switzerland AG is bound to reject deliveries of waste for which it is not authorised to accept and reserves the right to send back waste that does not match the information on the consignment note.
6. Offers from Veolia Industry Building - Switzerland AG will include a **VBA code** (incineration in Basel) for each item of hazardous waste for disposal. Those codes are composed of a number which identifies the type of waste and the waste disposal service user. In addition to the information stipulated by law, the customer must indicate this code both on the consignment note and the container labels.
7. The customer shall pay any extra costs involved in the incineration of hazardous waste incurred as a result of incorrect or incomplete information in the declaration or the consignment note.
8. The customer undertakes to pay any extra costs associated with taking back hazardous waste or transporting and delivering it to an authorised third party if, as a result of incorrect or incomplete information in the declaration or the consignment note, the hazardous waste cannot be disposed of in the Regional Hazardous Waste Incinerator (RSMVA).

9. Veolia Industry Building - Switzerland AG cannot accept radioactive waste under any circumstances. It may, however, provide disposal of slightly radioactive waste in certain circumstances subject to special agreement with Veolia Industry Building - Switzerland AG; this special agreement must be obtained in writing from Veolia Industry Building - Switzerland AG.
10. The customer must furnish each package and container with a label stating "SONDERABFÄLLE / DECHETS SPECIAUX / RIFIUTI SPECIALI," the waste code **and** waste designation in accordance with the waste catalogue, the corresponding consignment note number and the in-house incineration code used by Veolia Industry Building - Switzerland AG (see section 6 above).
11. The customer undertakes only to use tested containers which conform to the legislation on the transport of hazardous goods (**ADR**, SR 0.741.621 / **SDR**, SR 741.621). Small containers and drums must be transported on Euro Pallets or Chemical Pallets. The type and size of containers and the quantity of waste material per container will be noted for the customer in the offer, and shall be binding. If the containers used by the customer do not meet these specifications, Veolia Industry Building - Switzerland AG reserves the right to refuse waste or charge the customer for any additional costs incurred as a result.
12. After acceptance of the offer submitted to the customer by Veolia Industry Building - Switzerland AG, the dates and times of deliveries of hazardous waste are to be agreed with the RSMVA Logistics Department (Tel. +41 61 468 86 44, Telefax +41 61 468 86 80).
13. Conditions of supply are subject to the **INCOTERMS®2020, DDP clause (delivered duty-paid)**. This means that the customer will obtain all official import and export authorizations, permits and documents that are required in order to make special waste material available to Veolia Industry Building - Switzerland AG at the destination. The customer will cover all costs and risks incurred in shipping to the destination, including customs duties.

Should Veolia Industry Building - Switzerland AG, contrary to expectation, be confronted with demands from authorities, officials, legal bodies, private individuals, etc. for payment of costs of any kind before the special waste material is handed over at its destination, the customer guarantees that they will be reimbursed in full.
14. The weight of the hazardous goods will be determined at the time of acceptance of delivery by Veolia Industry Building - Switzerland AG. An officially approved weighing scale will be used for this purpose and the result is binding for both parties. In the case of waste which is disposed with the packaging, the gross weight is invoiced.
15. All additional services requested from Veolia Industry Building - Switzerland AG by the customer (e.g. additional analysis data, clarification of safety issues, etc.), which are not included in the offer, are to be paid on a separate basis.
16. The minimum amount per invoice is CHF 300.--.
17. VAT is shown separately on the invoice and is payable in addition to the invoiced price.
18. Invoices issued by Veolia Industry Building - Switzerland AG are payable strictly net, 30 days from date of invoice unless otherwise agreed.
19. Disposal of the hazardous waste delivered is only guaranteed if no restrictions have been imposed on such waste by the relevant authorities. The obligation of Veolia Industry Building - Switzerland AG to dispose of hazardous waste shall cease to apply upon entry into force of any restricting provisions and conditions. In this case, the customer is not entitled to claim

compensatory damages of any kind from Veolia Industry Building - Switzerland AG for direct or indirect damages and such claims, insofar as permitted by law, shall be excluded.

- 20.** If, as the result of any force majeure, Veolia Industry Building - Switzerland AG is unable to meet its obligations toward its customers, Veolia Industry Building - Switzerland AG is not in any way liable for resulting damages of any kind incurred to the customer. Among other things, force majeure is considered to be any events that are beyond the control of Veolia Industry Building - Switzerland AG and upon which it has no influence such as war-related events, rioting, civil commotion, official orders and measures, interruptions in operations, problems with the supply of power or materials, labour conflicts (strikes, etc.), boycotts, natural disasters, accidents, etc. Should a force majeure occur, Veolia Industry Building - Switzerland AG shall undertake to notify the customer as quickly as possible as to the type of event that took place and its expected duration by any means at its disposal at that point in time.
- 21.** Veolia Industry Building - Switzerland AG reserves the right to amend these General Terms and Conditions of Business at any time. Any amendments will be notified to the customer in writing without delay.

Applicable law and place of jurisdiction

Legal relations between the customer and Veolia Industry Building - Switzerland AG shall be exclusively subject to Swiss law. **Canton Basel-City** shall be the place of performance, the place of prosecution for debt for customers domiciled outside Switzerland and the **place of jurisdiction for all disputes**. Veolia Industry Building - Switzerland AG further has the right to bring action against the customer before the competent court of the customer's domicile or before any other competent court.