

Standard Terms and Conditions

for the depositing of waste in the underground waste disposal plants (UTD) at Herfa-Neurode (Hesse) and Zielitz (Saxony-Anhalt)

§ 1 General

(1) The disposal of waste in the Herfa-Neurode and Zielitz underground waste disposal plants is exclusively subject to the following terms and conditions: Any other client terms and conditions will not become part of the disposal contract even if we fail to expressly reject them. This does not exclude the possibility of the integration of further standard terms and conditions applied by companies belonging to the K+S Group.

(2) Within the K+S Group, K+S Entsorgung GmbH – hereinafter referred to as K+S Entsorgung – is responsible for, among other tasks, the market-side handling of all issues concerning underground waste disposal and is authorized to conclude waste disposal contracts in the name and for the account of affiliated companies in as far as waste from EU states is to be disposed of at underground reutilization facilities operated by affiliated companies in accordance with the conditions contained in EU Regulation No 1013/2006.

(3) K+S Entsorgung accepts the client waste described in the notification for disposal at the UTD in accordance with the deposit approvals, the notification and the deposit contract.

§ 2 Characteristics of waste and packaging

(1) The client must deliver the waste packed and marked in a way conforming to current legal regulations and official requirements. The requirements as to the type and characteristics of packaging agreed with K+S Entsorgung and specified in the declaration of acceptance must be adhered to. If that is not the case, the UTD may refuse to accept the waste.

(2) K+S Entsorgung will have the UTD check the waste delivered to determine whether it conforms to the information provided in the notification. If it is found to deviate substantially, K+S Entsorgung will be entitled to charge the cost of the analysis to the client.

(3) If the waste or its characteristics do not correspond to the specifications supplied in the notification (e.g. in the case of gas emissions or leakage of liquid), the UTD will be entitled to refuse acceptance and to return the waste at the expense and risk of the client. In such cases, the client will be obliged to take back the waste without delay.

§ 3 Transport, delivery, unloading

(1) The client will agree details of the size of consignments and of the date and timing of deliveries directly with the UTD.

(2) Proof of the possession of all necessary transport approvals must be submitted before unloading begins.

(3) As well as the goods and transport documentation and the weight card of a calibrated scale, which provide evidence of the gross weight of the consignment to be used as the basis for billing, the waste certificates required by Ordinance on Waste Recovery and Disposal Records (Nachweisverordnung – NachwV) must also accompany deliveries. The certificates must additionally state the number of containers and the K+S code for the waste as specified by K+S Entsorgung.

(4) If the amount or the weight does not conform to the information supplied in the accompanying documents, the UTD will contact the client to clarify the matter. If it cannot be clarified, the UTD may refuse acceptance.

(5) If waste is delivered loose in silo vehicles and it is not discovered until after it has been transferred to big bags that it or its characteristics do not conform to the information supplied in the notification, the client must bear the cost of that transfer as well. The client also undertakes to take back the waste in packed condition.

(6) Additional costs incurred as a result of difficulties with unloading (e.g. containers that have slipped out of place, missing pallets etc.) or with placing in the repository (e.g. no stable form big bags) will be charged to the client.

§ 4 Transfer of risk/ownership

(1) The client is himself responsible for delivering the waste to the UTD pits at his own risk and at his own expense. The risk will pass on the completion of unloading.

(2) Ownership of the pallets will pass to the UTD operator on unloading.

(3) Ownership of the waste will pass to the UTD operator when the waste is deposited.

§ 5 Terms of payment

(1) For each gross tonne of waste accepted the client shall pay to K+S Entsorgung the storage price specified in the current price list plus value added tax.

(2) Payment will be due for each consignment 14 days after receipt of invoice. An invoice will be submitted on the 1st and the 16th of each month. If a payment deadline is missed, K+S Entsorgung reserves the right to charge interest on amounts due at 5% and interest on overdue amounts at 8% above the current basic rate of interest.

§ 6 Liability

(1) Without prejudice to legal regulations, the client is liable for all losses or damage suffered by K+S Entsorgung or the operator of the waste disposal plant if

- a) notification information provided by the client is either incorrect or incomplete;
- b) the waste or the waste characteristics are not consistent with the information supplied in the notification;
- c) the volume or weight do not correspond to information supplied in the accompanying documents;
- d) wastes are not packed in accordance with the notification or as agreed.

(2) The client shall indemnify K+S Entsorgung and the operator of the waste disposal plant against all claims for damages on the part of third parties arising from the grounds specified in paragraph (1) a-d.

(3) We accept no liability for breaches of duty resulting from ordinary negligence, provided that these do not represent obligations fundamental to the contract or result in losses caused by injury to life, limb or health. The same applies to breaches of duty by our agents.

§ 7 Final provisions

(1) Effects of *force majeure*, including, among other things, unavoidable breakdowns in operations, will relieve K+S Entsorgung of its contractual obligations until the event concerned and its consequences cease to apply. In such cases, the client will have no claim to damages.

(2) All costs associated with the approval procedure (e.g. analyses, fees etc.) shall be borne by the client.

(3) Amendments and additions to and notice to terminate this contract must be in writing. This also applies to the clause requiring the written form itself.

(4) The general legal venue is Kassel or, at the discretion of K+S Entsorgung, the legal venue of the client. German law applies.

Kassel, July 2018

K+S Entsorgung GmbH

