

1. The scope of the GTC (General Terms and Conditions)

The current Terms and Conditions apply to the waste management, transportation, and other services provided by **ECOMISSIO Ltd.** (registered office: TVK Ipartelep, Tiszaujváros, HU-3581) hereinafter referred to as the **Contractor**, to its clients. If the order confirmed by the Contractor or the individual contract concluded between the Parties explicitly deviates from certain provisions of the Terms and Conditions, the different provisions shall apply to that particular issue, while the Terms and Conditions shall apply to all other provisions. The deviation cannot be interpreted expansively. Deviating from these Terms and Conditions and modifying the agreement between the Parties is only possible in writing.

2. The conclusion of the contract.

The contract between the parties is concluded by an individual contract signed by the client (hereinafter referred to as the Client) and the representative of the Contractor or by confirming a written order by the Contractor using one of the above methods. If the Contractor's confirmation deviates from certain terms of the order or contains additional provisions, they shall be considered accepted, except if the Client objects within 5 days of receiving the confirmation. The provisions of the Terms and Conditions, as well as the content of any possible annexes, are also applicable to the contract. In case of deviation or contradiction, first and foremost, the annex describing the fee and technical parameters of the service is applicable, secondly, the content of the individual contract or confirmation of the order, and finally, the provisions of the Terms and Conditions are applicable.

3. Other rules applicable to the services of the Contractor

The following legal provisions apply to the agreement between the Parties, and the Client is obliged to become familiar with and comply with all relevant regulations, particularly the following:

- the Waste Act of 2012 (Act CLXXXV of 2012) (hereinafter: referred to as the Waste Act)
- the detailed rules on certain activities related to hazardous waste, Government Decree No. 225/2015 (VIII. 7.) (hereinafter referred to as the "Decree")
- the government decree no. 309/2014 (XI.11) on the obligations of waste-related record keeping and data reporting (hereinafter referred to as the Data Reporting Decree)
- the Act LXXXIX of 2015 on the promulgation of Annexes "A" and "B" to the European Agreement concerning the International Carriage of Dangerous Goods by Road, and certain issues related to its domestic application
- Government Decree 387/2021 (30 June) on the promulgation of Annexes "A" and "B" to the European Agreement concerning the International Carriage of Dangerous Goods by Road, and certain issues related to its domestic application
- Decree No. 72/2013 (VIII. 27.) of the Ministry of Rural Development on the waste catalogue (hereinafter: Waste Catalogue Decree)
- the 45/2012 Ministry of Agriculture regulation (hereinafter: Ministry of Agriculture regulation), determining the animal health rules for by-products of animal origin not intended for human consumption
- the Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR)
- the 12/2017. (VI. 12.) regulation of the Ministry of Human Capacities on waste management activities related to waste generated at healthcare service providers
- the Act CXII of 2011 on informational self-determination and freedom of information.

The Contractor has the necessary official activity permits to perform the activity, the current copies of which can be viewed and downloaded on the Contractor's website. (<http://www.ecomissioft.hu/letoltesek/reszletek/9/engedelyek/>)

4. Contractor's Fee and Billing

4.1. The Contractor issues an invoice based on the quantity and, if applicable, the quality of the waste received or transported, using the fee calculation specified in the order or contract and its annexes. The fees are subject to VAT by the applicable laws, even if there is no reference to VAT for a particular fee, in which case that fee shall be considered a net fee without VAT.

4.2. The payment deadline for the invoice is the day indicated on the invoice. In case of payment delay, the Contractor is entitled to suspend their service and to claim the late payment interest according to Section 6:155 of the Civil Code, as well as the flat-rate cost and other collection expenses according to Act IX of 2016.

4.3. In case of application of a framework agreement, from the first day of the year following the conclusion of the contract, the Contractor is entitled to modify their service fees with the extent of the industrial producer price index growth for waste management services published by the Hungarian Central Statistical Office for the latest available 12-month period (fee notice). The Contractor shall send the fee notice to the Client no later than March 1st, with retroactive effect to January 1st of the current year.

4.4. Contractor is entitled to apply any cost increase arising from changes in legislation or other future costs (e.g. environmental taxes, landfill fees, road tolls, other fees, taxes, contributions related to their activity, etc.) in the contractor's fee from the time the obligation arises that burdens the Contractor.

4.5. In case the waste preparation by the Client is inadequate, the Contractor is entitled to charge waiting time for the personnel who are forced to wait at the Client's premises for more than 1 hour, for every started hour according to the price agreement specified in the contract. If this personnel participates in the preparation activities, the Contractor is entitled to charge an hourly service fee

for each commenced hour according to the price agreement specified in the contract. Any additional fees charged and the duration of the services will be recorded on the consignment note, which serves as proof of service.

4.6 The Client is obliged to notify the Contractor in writing (via e-mail or post) of any complaints regarding the form or content of the invoice sent by the Contractor within 8 calendar days from receipt of the invoice. After receiving the objection, the Contractor shall immediately examine the validity of the invoice complaint and inform the Client in writing of the result in the same way as the notification was made. If the Contractor accepts the invoice complaint, they shall correct the original invoice following the applicable accounting rules and send it to the Client. If the objection is not justified or if it is received after the above deadline, the Contractor shall reject the complaint, and in this case, the invoice complaint shall not have a delaying effect on the payment of the invoice.

4.7 If the Client returns the issued invoice due to a change in their data, and the Client did not notify the Contractor of the change at the time of requesting the service, then the Client is obligated to accept the newly issued invoice with the payment deadline of the previous invoice.

4.8 If, for any reason, a special legal regime (including, but not limited to, a state of emergency) exists in Hungary and/or concerning Hungary or a state of emergency is declared by law, resulting in unforeseen cost increases, the Contractor is entitled to terminate the contract immediately or to review and modify the service prices specified in the contract. If the modified fee is not accepted by the Client within 5 days, the Contractor is entitled to terminate the contract immediately.

5. Service performance

5.1. The Contractor shall receive, transport, manage, recycle, or dispose of the hazardous or non-hazardous waste (hereinafter: waste) of the Client in the agreed quantity and quality during the term of the contract. The Contractor is entitled to involve a third party (subcontractor) with a valid license to perform the task (waste management, transportation). The Contractor shall be responsible for the performance of the subcontractor as its own. If the Contractor uses a subcontractor to fulfill the transportation task, it is entitled to invoice the service as an intermediary service to the Client. The Client acknowledges this service as ordered by them.

5.2. The Contractor takes over the waste prepared for road transport by the Client at a pre-arranged time. The Contractor handles the reception of the waste following the legal regulations and confirms it on the necessary documents. The Contractor transports the received waste according to the information indicated on the accompanying documents (e.g. waste consignment note ("SZ" sheet), "GY" sheet, and/or delivery note). In case of justifiable refusal of acceptance, the Contractor will arrange for the return transport at the expense of the Client.

5.3. The Client is obligated to provide the best possible quality characteristics, by the regulations, for the waste to be transported and its packaging according to ADR, both when requesting a quote and when placing an order. The Client guarantees and is fully responsible for this information. Based on the information provided, it is the Client's responsibility to complete and fill out accompanying documents (such as waste consignment note ("SZ" sheet), "GY" sheet, delivery note, measurement report, commercial documents, etc.). The Contractor may assist the Client in filling out these documents upon specific request, subject to additional charges in individual cases. However, the Client is accountable for the content, and they must verify the prepared documents.

In the case of hazardous waste falling under the scope of ADR, the waste can be refused if it is not handed over following ADR regulations and in packaging qualified according to ADR. A suitable packaging can be provided upon the request of the Client only for a fee.

5.4. To operate the technology employed by the Contractor in a proper manner, it is necessary to have accurate knowledge of the parameters of the waste being supplied. The Contractor is authorized to fully examine the waste in their laboratory both before and after acceptance. The results of the laboratory examination carried out by the Contractor will be considered authentic in the implementation of this contract and will serve as the basis for invoicing.

5.5. If the waste delivered does not meet the requirements specified in the previous sections, or if the quality, quantity, composition, or any other parameter of the waste being supplied differs from the data indicated on the "SZ" sheet issued by the Client, or from any additional written statement made by the Client upon request from the Contractor during acceptance, or from the parameters of the representative sample or sample taken from the waste (hereinafter collectively referred to as "different waste"), then the Contractor shall inform the Client of the difference via email.

5.6. In case of deviations according to point 5.5, the Contractor is entitled to return the different waste to the Client at the expense of the Client. The client is obliged to accept the return of the different waste.

5.7. If the Contractor does not return the different waste to the Client, they shall inform the Client of the different conditions for accepting the different waste in the notification, in particular, the fee for the different waste calculated based on its actual parameters, with a warning that the Client should declare their acceptance of the different conditions by email without delay. If the Client does not accept the different conditions, the Contractor shall be entitled to apply Article 5.6.

5.8. If the Client does not report any objection by email within two business days from the notification, the contract shall be modified in accordance with the

information provided under point 5.5, and the Contractor shall perform accordingly.

5.9. As environmental considerations may require the prompt handling of different types of waste, and separate storage of such waste may cause difficulties, the Contractor reserves the right to dispose of the different waste under different conditions according to the 5.7. clause, with different conditions, without waiting for the statement of the Client.

5.10. If, due to any deviation uncovered by laboratory examination by point 5.4, the waste causes damage or harm either in the Contractor's facilities or equipment or in the environment, the Client is liable for full compensation. The concept of damage includes the costs of measures necessary for preventing, eliminating, or reducing the damage, lost economic benefits due to the damage, and any possible fines.

5.11. Upon acceptance of the waste, without any further declaration of rights, the ownership of the waste is transferred to the Contractor. The waste is considered accepted when the Contractor's on-site representative has signed and stamped the waste consignment note. From then on, the Contractor manages the waste as its property, records it as such in its registers, and is entitled to transfer it to a third party.

5.12. According to Section 8 of the Regulation, the Contractor may refuse to accept the delivered waste in the cases specified by law. In this case, the Contractor returns the waste and hands it over to the Client, so the ownership remains with the Client. If the Client refuses to take back the waste, the Contractor may choose to withdraw from the contract with a unilateral statement, or handle the waste in another way and demand the additional costs, up to 50% surcharge, from the Client. In case of withdrawal, the Contractor may claim the price of the services performed from the contractor's fee entitled to it.

5.13. The Client shall order the waste collection by email at least 5 business days prior to the desired delivery date, and at least 10 business days prior in November and December, indicating the quantity and quality of the waste to be collected by type, as well as the requested exchange container, referring to the contract reference number. The Client is obliged to provide the necessary personnel and loading equipment for loading the waste upon delivery. The Contractor strives to take over the waste that differs from what is specified in the contract, applying general market conditions, but is not obliged to do so.

5.14. Cancellation of transport is possible without an obligation to pay a penalty fee beyond 24 hours before the loading date. If the performance of the Contractor's service is canceled due to reasons within the sphere of the Client's interest for any order, and the Contractor is informed of this only within 24 hours before the loading date, then the Client is obligated to pay the Contractor a cancellation fee equal to the transportation fee agreed upon, with an 8 (eight) day payment deadline.

5.15 The accurate weighing of the waste is carried out with an OMH-certified scale at the Contractor's site or their subcontractor's site. The Client is entitled to be present during the weighing. If the Client does not indicate this request and does not participate in the measurement, it accepts the result of the measurement. If the waste and the packaging cannot be economically separated from each other or there is no technical solution in the Contractor's technology, or the packaging contains more than 10% residual material, or the packaging is essential for waste management and can only be handled as a whole (e.g. disposed of in a landfill), the weight of the packaging will not be deducted from the measured weight and the basis for settlement will be the gross weight.

5.16 In the case of shipment by individual pieces (including palletized transport), packaging materials (pallets, barrels, IBC, etc.) are considered waste unless the Client requests their return and arranges for their return at their own expense within 30 days. The Contractor is not obliged to provide replacement packaging materials and will only return them at an additional cost. Preparatory work carried out by the Contractor's staff does not exempt the Client from the responsibilities outlined in this section.

If the Client does not arrange for the return of the packaging materials within 30 days, the Contractor is entitled to a storage fee starting from the day following the expiration of the 30 days. The Contractor issues a written notice with an 8-day grace period for removal, warning of the consequences detailed below. If the Client fails to remove the packaging materials within the grace period, the Contractor considers them as waste, and the ownership of the packaging materials transfers to the Contractor 15 days after the expiration of the grace period.

If the Client does not take action for the return within the grace period, the Contractor may choose one of the following options:

- Within 15 days after the expiration of the grace period, the Contractor is entitled to transport the packaging materials to the Client's registered office at the Client's expense. In this case, the Contractor can invoice the transportation cost and storage fee to the Client, who must settle the invoice within 8 days of receipt.

- The Contractor may choose not to return the packaging materials to the Client, in which case the ownership transfers to the Contractor at the specified time, and the Contractor is free to dispose of them. In the event of a transfer of ownership, the Contractor is not entitled to a storage fee.

6. Warranty

6.1. The Client guarantees that the waste delivered to the Contractor has the parameters specified in the contract or order. In case of any deviation, the Client is obliged to consult with the Contractor in writing before the start of transportation. Furthermore, the Client guarantees that they provide waste to the

Contractor with which they are entitled to dispose of without any restrictions, which is free of claims, demands, and encumbrances, and of which they have knowledge of its origin.

6.2. The Client is responsible for the proper classification and preparation of the waste for transportation. At the time of placing the order, the Client is obliged to prepare the waste for transportation and to maintain it in this condition until the end of the transportation deadline, in such a way that the wastes cannot be mixed, and the loading and transportation of the wastes can be carried out without polluting the environment. Only one type of waste can be placed in one packaging unit.

6.3. The Client is obliged to label containers, packages, and pallets containing hazardous waste in accordance with the regulations. The Client must indicate the number of the "SZ" sheet, the EWC code, the UN number, and the correct transport designation on the packaging containing the waste, as well as mark them with the hazard and handling symbols.

6.4. For waste for which the Contractor pays a fee to the Client for acceptance, it is the exclusive responsibility of the issuer of the invoice to issue an invoice in accordance with the relevant legislation.

7. Other provisions

7.1. The Contractor is entitled to refer to the Client as a reference partner. The Client is obliged to inform the Contractor of any changes in its essential data (company name, billing address, tax number, KÜJ number, KTJ number, mailing address, etc.) until the first order following the change, but the Contractor is not obliged to verify the changes. Regarding the legal relationship between the parties, the provisions of Act CXXX of 2016 regarding the postal delivery of declarations shall apply, and the parties consider such provisions on delivery fiction to be binding in their legal relationships with each other.

7.2. The Contractor's liability for damages:

The Contractor assumes liability to the Client according to the Civil Code for intentional breaches of contract, as well as for breaches that cause harm to human life, physical integrity, or health. The Contractor's liability is limited to the damage caused, but up to the net purchase price or service fee paid by the Client to the Contractor for the product or service that caused the damage. This liability for damages does not extend to the Contractor's executive officers as wrongdoers, and only the Contractor, as a legal entity, is responsible for damages.

7.3. The designated representatives of the parties in the contract are authorized to make statements regarding the performance of the contract. In matters concerning the validity of the contract (e.g. amendment, termination), the statement must be made by the signing of the authorized representative of the respective party and the delivery of a written declaration. The parties agree that all data and information specified in the contract constitute their business secrets, which the parties handle accordingly and do not provide information to third parties.

7.4. If no order is placed within two years of the conclusion of the contract, the contract will automatically expire.

7.5. The parties submit themselves to the jurisdiction of the Tiszaújváros District Court in local jurisdiction or the Miskolc Regional Court in regional jurisdiction to settle any dispute arising from or related to this agreement.

7.6. The Client is obliged to ensure the protection of personal data (if any) contained in the waste documents so that no one can access them during transportation or destruction accidentally.

Recommended solutions: document shredder; closed, non-transparent packaging (box, nylon bag); Client's representative accompanies the shipment and monitors the destruction, which can be documented (only such photographs and video recordings can be made during documentation that cannot reproduce the content of the waste documents).

Valid from January 22, 2024, until further notice.