General Terms and Conditions of Sale of PreZero Recycling Deutschland GmbH & Co. KG

1. General, Scope of Application

1.1 PRD accepts, sorts and processes glass waste, in particular from the collection systems under the "dual systems", comparable sources and from production waste, at glass recycling plants in order to produce high-quality secondary raw materials that it resells as Goods.

1.2 These Standard Terms and Conditions of Sale ("Terms and Conditions") apply solely to traders within the meaning of section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), legal entities under public law and special funds under public law.

1.3 The Terms and Conditions shall govern all contracts on the sale and/or delivery of Goods, regardless of whether such Goods are manufactured by PRD itself or purchased from suppliers. These Terms and Conditions shall apply exclusively. Deviating, conflicting or additional standard terms and conditions of the Customer shall not be incorporated into the agreement unless PRD expressly consents to their application in writing. If PRD performs the agreement without reservation or accepts payments, this shall not constitute any acknowledgment of deviating, conflicting or additional standard terms and conditions of the Customer, even if PRD does not expressly object thereto.

1.4 References to the application of statutory provisions shall serve clarification purposes only. Even in the absence of such clarification, the statutory provisions shall apply, unless they are directly amended or expressly excluded by these Terms and Conditions.

2. Definitions

2.1 Waste means waste as defined in section 3 of the German Circular Economy Act (KrWG) and also includes recyclable materials.

2.2 Terms and Conditions means the Standard Terms and Conditions of Sale for the sale and/or delivery of Goods by PRD.

2.3 Order means the Customer's legally binding declaration of its intent to purchase the Goods on the terms and conditions offered by PRD.

2.4 BGB means the German Civil Code (Bürgerliches Gesetzbuch) as amended from time to time.

2.5 HGB means the German Commercial Code (Handelsgesetzbuch) as amended from time to time.

2.6 KrWG means the German Act to Promote Circular Economy and Safeguard the Environmentally Compatible Management of Waste (Gesetz zur Förderung der Kreislaufwirtschaft und Sicherung der umweltverträglichen Bewirtschaftung von Abfällen (German Circular Economy Act (Kreislaufwirtschaftsgesetz))) as amended from time to time.

2.7 Customer means the respective counterparty of PRD.

2.8 Incoterms refers to internationally recognized standard contractual clauses and delivery terms published by the International Chamber of Commerce (ICC) that are used in national and international trade, in the version applicable at the time of their incorporation in these Terms and Conditions (currently Incoterms® 2020).

2.9 Warehouse means all premises or facilities used for the storage, safekeeping or temporary storage of goods or materials, which are operated by PRD itself or leased for such purpose or otherwise used under contract. This includes in particular the business premises of third parties (such as external processors).

2.10 NachwV means the German Waste Recovery and Disposal Records Regulation (**Nachweisverordnung**) as amended from time to time.

2.11 Parties means the Customer and PRD; also referred to individually as a **"Party".**

2.12 PRD means PreZero Recycling Deutschland GmbH & Co. KG.

2.13 Goods within the meaning of these Terms and Conditions means all materials intended for sale by PRD. These include: a) the high-quality secondary raw materials produced in specialized recycling plants through the processing of glass waste, which meet the criteria for the end of waste status pursuant to section 5 KrWG, and b) untreated raw materials as well as all other byproducts and residual materials (such as metals) resulting from the preparation process, which have the legal status of waste when handed over to the Customer (hereinafter "**Waste Materials**").

3. Formation of Contract

3.1 All Customer inquiries and preceding oral information, price lists and product descriptions from PRD are non-binding. A contract is formed solely on the basis of a written document from PRD designated as an "offer" and its acceptance by the Customer. Such offer from PRD is binding and sets out the contractual terms and conditions, subject to the exclusive application of these Terms and Conditions. Unless otherwise stipulated in the offer, PRD shall be bound by such offer for a period of 14 calendar days from the date of the offer (acceptance period).

3.2 To accept the offer, the Customer must do so in writing within the acceptance period, making reference to the offer. Late acceptance or a declaration of acceptance with additions, restrictions or other amendments shall be deemed a new offer by the Customer. An agreement based on such new offer shall only be formed if PRD expressly accepts it in writing.

3.3 The foregoing provisions notwithstanding, the agreement shall be deemed formed on the terms of PRD's offer and these Terms and Conditions at the latest upon unconditional acceptance of the Goods by the Customer.

4. Delivery, Default of Acceptance, Risk of Loss, Obligation to Accept Goods

4.1 Goods shall be delivered "ex works" or to the respective Warehouse, which is also the place of performance for delivery and cure, where applicable.

4.2 At the Customer's request and expense, the Goods will be sent to a different destination (sale by delivery to a place other than the place of performance). To the extent not otherwise agreed, PRD shall be entitled to stipulate the method of shipment (in particular the transport company, route and packaging) itself. PRD will endeavor to take any Customer requests into account as far as possible. Any additional costs incurred as a result shall also be borne by the Customer.

4.3 The risk of accidental loss and accidental deterioration of the Goods shall be determined in accordance with the Incoterm agreed between the Customer and PRD. If no Incoterm is

agreed, the risk of accidental loss and accidental deterioration of the Goods shall pass upon delivery to the Customer insofar as no sale by delivery to a place other than the place of performance was agreed. In the case of a sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the Goods, as well as the risk of delay, shall pass upon delivery of the Goods to the freight forwarder, the carrier or any other person or institution designated to carry out the shipment.

4.4 If the Customer is in default of acceptance or culpably breaches other duties of cooperation, PRD may claim compensation for any loss or damage it incurs as a result, including any additional expenses (such as storage costs). In such case, the risk of accidental loss or accidental deterioration of the Goods shall pass to the Customer when the Customer is in default of acceptance.

4.5 The Customer must plan and make its call-offs such that the contractually agreed purchase quantity is reached by the end of the respective calendar year. The call-offs must be made in approximately equal installments spread over the contractual year in order to ensure continuous supply. At the time of contracting, the Customer must provide a rough indication of the planned purchase quantity and date. In addition, the Customer shall notify PRD without undue delay in writing of any foreseeable deviation from the contractually agreed call-off schedule.

5. Delivery Period, Default for Delayed Delivery

5.1 The delivery dates and periods stated in the Order shall be non-binding unless PRD has confirmed them in writing (order confirmation). If PRD is unable to comply with binding delivery dates and periods for reasons for which it is not responsible (e.g., the Goods are unavailable), PRD shall notify the Customer thereof, indicating the new expected delivery date. If the Goods are still not available by the new delivery date, PRD shall be entitled to rescind all or part of the agreement.

5.2 Compliance with the delivery obligation shall be contingent on the Customer's due and timely performance of its duties of cooperation.

5.3 Default for delayed delivery shall be determined in accordance with the statutory provisions.

6. Prices, Price Adjustment

6.1 Unless expressly agreed otherwise in writing, the agreed prices are net prices plus the applicable statutory value added tax and do not include expenses, fees for official approvals or costs for third-party services. These will be invoiced to the Customer separately.

6.2 6.2. In the case of a sale by delivery to a place other than the place of performance, the Customer shall bear the transport costs ex works or ex warehouse and the costs of any transport insurance requested by the Customer. If PRD delivers Goods to non-EU countries at the Customer's request, the Customer shall bear all associated customs duties, fees, taxes and other public charges.

6.3 PRD is entitled to a price adjustment if, between the date of contracting and the contractually agreed date of delivery, there is a change in the cost factors underlying PRD's price calculation, in particular for personnel, material, raw materials, transport or energy,

recovery and disposal expenses, toll fees (e.g., due to changes in case law, applicable laws, such as the German Fuel Emissions Trading Act (Brennstoffemissionshandelsgesetz – BEHG) or municipal charges). The percentage change in the respective cost factor in relation to the value applicable at the time of contracting shall be decisive for the price adjustment. Cost increases and reductions will be offset. A price adjustment will only be made if the total price changes by more than 5%. This provision shall apply mutatis mutandis in the event of a price reduction. PRD shall provide the Customer with a clear explanation of the change in the relevant cost factors and the reasons for it. Price adjustments shall take effect from the date on which the underlying cost factors change, albeit not before the Customer receives notice of the price adjustment and the reasons for it. If a price adjustment exceeds 10% (compared to the most recent applicable price), each Party shall have a special right of termination, which must be exercised within two (2) weeks of notice of the price adjustment and the reasons for it.

7. Invoicing, Terms of Payment

7.1 The purchase price is due and payable in full 30 calendar days after receipt of the invoice, unless a later due date is stated on the invoice. The invoice amount is payable in full in the latter case as well.

7.2 PRD sends its invoices solely in electronic form. Upon contracting, the Customer consents to also receiving invoices by e-mail in PDF format.

7.3 If the deadline for payment expires, the Customer shall be deemed in default. In the event of default, PRD shall charge the statutory default interest in accordance with section 288 (2) BGB and a flat fee for administrative expenses of EUR 40.00 in accordance with section 288 (5) sentence 1 BGB. PRD reserves the right to assert further loss or damage due to default.

7.4 The Customer's rights to set off or to withhold performance may only be exercised with counterclaims that have been declared final and binding by a court of law, are uncontested or have been acknowledged by PRD.

7.5 PRD reserves the right to at any time deliver all or some of the Goods only in exchange for payment in advance. PRD must reserve such right with the order confirmation at the latest.

8. Defective Performance

8.1 Unless otherwise specified below, the Customer's rights in the event of defects in quality and defects in title shall be governed by the statutory provisions.

8.2 PRD shall not be liable under section 442 BGB for defects that the Customer knew or, but for gross negligence on its part, should have known of at the time of contracting. The Customer's warranty claims shall be contingent on the Customer having met its statutory obligations to inspect and give notice of defects in accordance with sections 377 and 381 HGB. If any defects are discovered upon delivery, during or any time after the inspection, these must be reported to PRD promptly in writing. In any case, apparent defects must be reported in writing within five (5) calendar days of delivery at the latest, and defects that are not apparent on inspection (latent defects) must be reported in writing within the same period after their discovery. If the Customer fails to duly inspect the Goods and/or give notice of defects, PRD's liability for any defects not timely or duly reported shall be excluded in accordance with the statutory provisions.

8.3 If the Goods are defective and PRD is responsible for the defect, PRD shall have the right to cure performance by, at its option, repairing the defective Goods or delivering a replacement. The Customer must allow PRD the time and opportunity necessary to cure performance, in particular to hand over the rejected Goods for inspection purposes.

8.4 The Customer may not assert warranty claims if it is in default of payment. The foregoing shall not apply if the amount outstanding is insignificant in relation to the value of the Goods for which warranty rights are being asserted.

8.5 The expenses necessary for the purpose of inspection and cure, in particular transport, travel, labor and material costs, as well as any removal and installation costs, shall be borne or reimbursed by PRD in accordance with statutory provisions, if in fact a defect exists. PRD may claim reimbursement from the Customer for the costs incurred as a result of an unjustified request to remedy defects.

8.6 The quality of the Goods depends on the raw materials available. The Customer must reckon with changes in quality, color differences and weight deviations. These will only constitute defects for which PRD is responsible if they were reasonably avoidable under the given circumstances and the utility of the Goods was impaired to a not insignificant extent. Minor deviations, trial deliveries or samples may not be rejected.

8.7 PRD does not guarantee or warrant that the Goods are fit for a particular purpose.

9. Liability

9.1 Regardless of the legal grounds, PRD shall be liable without limitation in cases of:

9.1.1 willful or grossly negligent conduct;

9.1.2 injury to life, limb or health; and

9.1.3 claims under the German Product Liability Act (Produkthaftungsgesetz) or other claims mandated by law.

9.2 PRD's liability for ordinary negligence shall be limited to the breach of material contractual obligations, i.e., obligations that are essential to the due and proper execution of the agreement and on the performance of which the Customer is generally entitled to rely. In such cases, PRD's liability shall be limited to compensation for typical and foreseeable loss or damage.

9.3 PRD's liability is otherwise excluded.

9.4 The foregoing provisions shall also apply to governing bodies, legal representatives, employees and other vicarious agents of PRD.

9.5 The statutory rules on the burden of proof shall remain unaffected by the above provisions.

9.6 The Customer may only rescind the agreement based on a breach of duty not involving a defect provided that PRD is at fault for such breach of duty.

10. Retention of Title (RoT)

10.1 PRD shall retain title in the Goods sold until full payment of all current and future claims under the supply/purchase agreement and the ongoing business relationship between PRD and the Customer.

10.2 The Goods subject to retention of title may not be pledged to third parties or furnished as collateral until the secured claims have been paid in full. The Customer must notify PRD without undue delay of any motion to institute insolvency proceedings against it and/or if third parties attach the Goods belonging to PRD. If PRD files an action for third-party proceedings instituted to prevent the execution of a judgment in accordance with section 771 of the German Code of Civil Procedure (Zivilprozessordnung – ZPO) and the third party is unable to reimburse the judicial and extrajudicial costs of the action, the Customer shall be liable for the losses incurred by PRD.

10.3 The Customer is entitled to resell and/or process the Goods subject to retention of title in the ordinary course of business.

10.4 The retention of title shall extend to the full value of the new items arising due to processing, mixing or combining the Goods, with PRD deemed to be the manufacturer. If the Goods are processed, mixed or combined with goods of third parties and the third parties retain title, PRD shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Goods.

10.5 The Customer hereby assigns to PRD as collateral any claims against third parties arising from the resale of the Goods or the item, either in total or in the amount of PRD's co-ownership share pursuant to clause 10.4. PRD accepts this assignment. The obligations specified in clause 10.2 shall also apply to the assigned claims.

10.6 Despite the assignment, the Customer shall remain authorized to collect the claim in addition to PRD. PRD undertakes not to collect the claims if the Customer duly complies with its payment obligations towards PRD, is not in default of payment and in particular no petition has been filed to institute insolvency proceedings nor has payment been discontinued. If this is the case, PRD may request that the Customer give notice of the assigned claims and their respective debtor and provide all information necessary to enable collection, furnish the related documents and notify the debtors (third parties) of the assignment. In this case, PRD shall also be entitled to revoke the Customer's authorization pursuant to clause 10.3 to resell and process the Goods subject to retention of title.

10.7 If the Customer is in breach of contract, in particular if it fails to pay the due and payable purchase price, PRD shall be authorized to terminate the agreement in accordance with the statutory provisions and/or demand that the Goods be returned based on the retention of title. PRD taking back the Goods does not constitute termination of the agreement unless this is expressly declared in writing.

11. Limitation Period

11.1 The limitation period for the Customer's claims arising from defects in quality and defects in title shall be one (1) year from delivery. The foregoing shall not affect the special statutory provisions on limitation of claims (in particular section 438 (1) no. 1, (3), sections 444 and 445b BGB).

11.2 The above limitation period shall also apply to the Customer's contractual and non-contractual claims for damages that are based on a defect in the Goods, unless application of the statutory limitation period results in a shorter limitation period in individual cases. The Customer's claims for damages under clause 9.1 of the Terms and Conditions shall become time-barred solely in accordance with the statutory provisions.

12. Special Provisions for Goods with Waste Status (Waste Materials)

12.1 The following provisions of this section apply solely to the sale of Goods that qualify as Waste Materials in accordance with clause 2.13.

12.2 Upon handing over the Waste Materials to the Customer (place of performance in accordance with clause 4.1), all responsibilities under waste management law, in particular the duty to ensure safe and proper recycling in accordance with the KrWG, shall pass to the Customer. Upon handover, the Customer shall become the sole holder of the waste within the meaning of waste management law.

12.3 The Customer warrants that it is authorized and certified to accept, transport and recover the specific Waste Materials in accordance with all applicable national and international provisions (in particular the KrWG and NachwV). It shall provide PRD with the relevant evidence (such as waste management company certificate, permits) without undue delay upon request. The Customer shall indemnify PRD upon first demand against any and all claims by third parties and fines resulting from a breach of the aforementioned duties.

12.4 If records in accordance with the NachwV must be maintained for the sale, the Customer shall be responsible for duly preparing and maintaining the required documents (such as accompanying certificates). PRD shall provide the requisite information on request.

12.5 In derogation of the general warranty provisions of these Terms and Conditions, PRD warrants for Waste Materials only that the Goods comply with the specification agreed in the individual agreement (in particular waste code in accordance with the German Regulation on the European List of Waste (Verordnung über das Europäische Abfallverzeichnis – AVV)) and that PRD is authorized to deliver such Waste Materials. Any further warranty, in particular for a specific material composition, purity or suitability for a specific recovery or other purpose of the Customer is excluded unless PRD expressly warrants such a characteristic in writing.

13. Term and Termination

13.1 The agreement is entered into for a fixed term and terminates automatically at the end of December 31 of the agreed contract year without requiring notice of termination. An extension of the contractual relationship requires a new written agreement. The right to terminate the agreement subject to a notice period shall be excluded during this period. Provisions relating to settling accounts for the contract year, in particular the provisions on the subsequent acceptance period and on the compensation payment in accordance with clause 4.5, shall survive termination of the agreement and remain in force.

13.2 The right to terminate the agreement for good cause shall remain unaffected. PRD shall have good cause in particular in the following cases (without this constituting an exhaustive list):

13.2.1 The Customer fails to fulfill its obligations hereunder, in particular the timely and full payment of amounts due;

13.2.2 A motion is filed to institute insolvency proceedings against the Customer's assets;

13.2.3 The Customer seriously breaches its duties under clause 12, in particular due to an unauthorized shipment of Waste Materials or a breach of its duties to provide evidence in accordance with waste management law; or

13.2.4 The Customer materially breaches its duties under clause 16.

13.3 Valid notice of termination must be executed in writing.

14. Force Majeure

14.1 If PRD is delayed in performing its contractual obligations in whole or in part due to an event of force majeure, such delay shall be excused for the duration and extent of the force majeure (including action to remedy the consequences). PRD shall notify the Customer without undue delay about the occurrence and end of an event of force majeure. The Customer shall likewise be released from performing its contractual obligations during an event of force majeure, with the exception that the Customer may not suspend its obligation to pay for services already rendered.

14.2 Force majeure includes all events and circumstances beyond the sphere of control of PRD, in particular state or official actions, orders, laws, regulations, limitations, riots, civil unrest, war (whether declared or not), acts of terrorism, labor disputes, strikes, sabotage, prolonged shortages in energy supply, transport disruptions, embargoes, traffic disruptions, operational disruptions, default of subcontractors or suppliers, pandemics, epidemics, fire, earthquakes, flooding, hurricanes, cyclones, typhoons, explosions and accidents.

14.3 If the force majeure lasts longer than three (3) months, both Parties are entitled to terminate the agreement for good cause with regard to the deliveries affected by the disruption.

15. Confidentiality

15.1 The Parties shall maintain the secrecy of all confidential information received during and after termination of the contractual relationship and not disclose it to third parties.

15.2 Confidential information within the meaning of these Terms and Conditions means all financial, technical, economic, legal and tax information, information concerning business operations, employees and management and other information (including data, records and expertise) in connection with the purpose, whether transmitted in written, electronic, oral, digital or any other form, which relates to one of the Parties or one of its affiliated companies and which the disclosing Party (the "**Disclosing Party**") makes available to the recipient Party (the "**Recipient Party**") or to which the Recipient Party otherwise becomes privy.

15.3 Confidential information in this sense includes in particular, but is not limited to the following: business and trade secrets, information about the Goods and product compositions, specifications, raw material properties, manufacturing processes, designs, expertise, inventions, business relationships (including customer data and customer requirements), business strategies, business plans, budgets, prices and pricing formulas, HR matters, building floor plans, security and safety plans, and information stored in digital form (data) (the "**Confidential Information**").

15.4 The group of authorized recipients at the Recipient Party is as follows:

15.4.1 The respective Party, its governing bodies (e.g., shareholders, executive or management board members), employees and vicarious agents as well as its affiliated companies within the meaning of sections 15 et seq. of the German Stock Corporation Act (Aktiengesetz – AktG) and their governing bodies (e.g., shareholders, executive or management board members), employees and vicarious agents, to the extent such persons (i) are subject to a non-disclosure obligation towards the Recipient Party that offers at least the same level of protection as these Terms and Conditions, and (ii) require knowledge of the Confidential Information to fulfill the purpose; and

15.4.2 The Recipient Party's consultants and advisors who are bound to professional or contractual confidentiality and who require knowledge of the Confidential Information to fulfill the purpose. The Recipient Party shall provide the names, addresses and functions of its consultants and advisors at the request of the Disclosing Party.

15.5 The Recipient Party shall treat the Confidential Information in the strictest confidence and not make it accessible to third parties in any way. It shall make appropriate arrangements to protect the Confidential Information, at a minimum those that a prudent businessperson would make to protect confidential information.

15.6 The Recipient Party shall notify the Disclosing Party without undue delay if the Recipient Party becomes aware that Confidential Information has been disclosed to a third party or used in breach of this agreement, or if such disclosure or use is imminent, in order to prevent any adverse effects of an existing breach of the provisions of this agreement and to prevent future breaches of this agreement.

15.7 The Recipient Party shall not make copies of the Confidential Information or summarize it in writing unless reasonably necessary to fulfill the purpose. All copies or summaries so made (including all intellectual property rights therein) shall become the property of the Disclosing Party.

15.8 The Recipient Party undertakes to treat all Confidential Information disclosed to it by the Disclosing Party in confidence for the term of the agreement and for a further period of five (5) years thereafter.

15.9 The Recipient Party undertakes to use the Confidential Information from the Disclosing Party for the sole purpose of fulfilling its contractual obligations.

15.10 The non-disclosure obligations under clause 15.1 shall not apply to information:

15.10.1 that can be proven to have been lawfully and demonstrably disclosed to the Recipient Party outside of the cooperation before entering into the agreement, in other words without breaching a non-disclosure agreement or violating a statutory provision or official order;

15.10.2 that was already publicly known or generally accessible upon entry into the agreement or can be proven to have been publicly known after entry into the agreement without breaching a non-disclosure obligation;

15.10.3 that was obtained by the Recipient Party through its own discovery or creation or from a product made publicly available and was obtained by the Recipient

Party itself without using or referring to Confidential Information of the Disclosing Party;

15.10.4 in a situation where a Party is required to disclose all or part of the Confidential Information due to the provisions of applicable law, court or official orders or due to applicable stock market regulations. The Party shall, to the extent legally possible and feasible, notify the other Party of the disclosure obligation without undue delay in writing prior to disclosure. The Party subject to the disclosure obligation shall make all reasonable efforts to minimize the scope of disclosure and, where necessary, provide all reasonable assistance to the other Party in the event that the other Party seeks legal remedies against the disclosure of all or part of the Confidential Information or otherwise wishes to prevent disclosure.

15.10.5 The Recipient Party bears the burden of proving the existence of an exception to the non-disclosure obligation.

15.11 Upon request of the Disclosing Party and without request at the latest after the purpose has been achieved, the Recipient Party shall return or destroy all Confidential Information, including copies thereof and Confidential Information stored electronically, without undue delay but at the latest within ten (10) business days after receipt of the request or after the purpose has been achieved. Confidential Information stored electronically shall be destroyed by means of full and irrevocable deletion. The foregoing shall not apply to Confidential Information that cannot be destroyed or returned for technical reasons (e.g., because it has been stored in a backup file by an automated electronic system for backing up electronic data). The foregoing notwithstanding, the respective Recipient Party may retain a copy of the Confidential Information if and to the extent that this is required under applicable law, an order of a competent court of law or a stock exchange regulation.

15.12 At the request of the Disclosing Party, the Recipient Party shall notify the Disclosing Party without undue delay in writing of which Confidential Information has been returned, destroyed or deleted and which has not, stating the reasons. This must be recorded in a deletion log that must be sent to the Disclosing Party. It must in particular include documentation of who conducted the return, destruction or deletion and by what means.

15.13 The Disclosing Party shall retain all rights of ownership, use and exploitation with respect to the Confidential Information, notwithstanding any rights it has under the German Act on the Protection of Trade Secrets (Gesetz zum Schutz von Geschäftsgeheimnissen – GeschGehG). The Disclosing Party reserves the exclusive right to register intellectual property rights. The Recipient Party shall not acquire title or other licenses in the Confidential Information (in particular in expertise, patents applied for or granted thereon, copyrights or other intellectual property rights) on the basis of this agreement or due to conduct implying an intent to do so.

15.14 The Disclosing Party makes no warranty that the Confidential Information it provides is complete or accurate or can be used by the Recipient Party.

15.15 The Disclosing Party shall bear no liability for losses that the Recipient Party suffers as a result of using the Confidential Information, irrespective of whether such use is authorized hereunder, or as a result of the Recipient Party's reliance on the completeness and accuracy of such Confidential Information.

16. Compliance & Data Protection

16.1 Both Parties shall act in compliance with the relevant statutory provisions within their own area of business. For further information on compliance at PreZero: https://prezero.de/compliance.

16.2 The Customer is obliged in particular to comply with all current and future statutory requirements and other regulations relating to minimum wages, in particular the requirements of the German Minimum Wage Act (Mindestlohngesetz – MiLoG). The Customer is obliged to comply with all corporate due diligence obligations (including the requirements under the German Supply Chain Due Diligence Act (Gesetz über die unternehmerischen Sorgfaltspflichten in Lieferketten – LkSG)). The PreZero Code of Conduct (available at: https://prezero.de/ueber-prezero/verantwortung/code-of-conduct), which PRD will also make available on request, forms the basis of the business relationship and is binding on the Customer.

16.3 The general privacy policies for business partners, third parties and customers must be observed. These are available at https://prezero.de/datenschutz.

17. Jurisdiction/Governing Law

17.1 The exclusive place of jurisdiction for all obligations arising under agreements entered into between PRD and the Customer shall be the registered office of PRD.

17.2 German law shall apply exclusively, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) and its conflict of law rules.

18. Severability Clause, Written Form Requirement

18.1 Should any provision of these Terms and Conditions be or become invalid, either in whole or in part, this shall not affect the validity of its remaining provisions. The invalid provision shall be replaced with the statutory provision that most closely reflects the economic intent of the invalid provision.

18.2 Ancillary agreements and reservations, amendments or additions to and notices of termination concerning these Terms and Conditions must be designated as such and must be executed in writing in order to be valid (sections 126 and 126a BGB). All other notices under these Terms and Conditions can be made in text form, even if they must be made "in writing" in accordance with these Terms and Conditions. However, individual arrangements between PRD and the Customer in individual cases shall take precedence over these Terms and Conditions. The terms of such arrangements shall generally be governed by a written agreement. Alternate evidence of the terms is admissible.

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