

## Terms and Conditions

### ZENERGO RECYCLING

#### I. General provisions

1. These Terms and Conditions determines the rights and obligations arising from the material separation contract and the purchase contract.

#### II. Definitions

**1. ZENERGO, a.s.** is a company with registered office no. 61, 696 14 Čejč, IČ: 29269661, engaged in the separation and sorting of materials.

**2. The customer** is the person with whom a material separation contract or a purchase contract has been concluded.

**3. The separation agreement** is an agreement concluded between ZENERGO, a.s. and the customer based on the separation offer of ZENERGO a.s.

**4. Separation** is the separation of individual components of the material by ZENERGO company separation techniques.

**5. The material** is a granulate or shredded plastics intended for separation or sale, which is for the most part (more than 95%) made of plastic (PP, PE, ABS, PET, HIPS etc.) and fulfills the conditions of separation.

**6. The Purchase Agreement** is an agreement concluded between ZENERGO, a.s. and the customer based on the offer of ZENERGO a.s.

**7. The place of separation** is ZENERGO a.s., Šardice 788, 696 13 Šardice, Czech Republic.

#### III. Separation agreement and conditions of separation

1. A precondition for entering into a separation contract is the acceptance of a material separation offer by ZENERGO a.s. processes and sends to the customer, on the basis of a duly completed inquiry form, material separation and laboratory testing of the delivered material sample.

2. In the case of a positive opinion from ZENERGO a.s., the customer delivers ZENERGO a.s. 30 kg of sample material for laboratory testing.

3. Based on the results of the ZENERGO a.s. laboratory test processes and sends the customer a material separation offer, specifying in particular the cost of separation and the maximum possible purity and yield of separation. Attached to the offer is a report on the performance of laboratory tests. Offer is valid for 30 days from processing.

4. The first laboratory test is free. The price of each additional laboratory test is 1000 €.

5. The separation contract is concluded by the delivery of a customer-signed offer for separation by ZENERGO a.s. within the period of its validity.

6. The customer is obliged to supply the separation material identical to the material sample delivered pursuant to Article III. 2 of these Terms and Conditions in the agreed quantity and in a package allowing the use of a pneumatic conveyor (Big-Bag) no later than 14 days from the conclusion of the separation contract to the facility.

7. On delivery of material for separation ZENERGO a.s. take a control sample of the material in order to compare the quality of the delivered material with that of the laboratory test referred to in Article III. 2 of the Terms and Conditions.

8. Material separation is performed by ZENERGO a.s. within 60 days from the delivery of the material, and only on condition that the delivered material was delivered in the agreed quality, quantity and packaging, unless the contracting parties agree otherwise.

9. After separation of material ZENERGO a.s.

a) Performs the final laboratory tests of the separated material and reports the results,

b) Notify the customer in writing of the completion of material separation, sending him / her a report of the laboratory output tests,

c) Store the separated material for 14 days in the establishment.

10. The customer is obliged to take the separated material in the establishment no later than 14 days after receiving the written notification of the completion of the separation.

11. ZENERGO a.s. shall hand over the separated material to the customer only after paying the agreed price for material separation, and shall have the right to withhold the separated material

to secure its claim against the customer for payment of the price for material separation and storage. In the event of a customer's delay in paying the cost of material separation lasting more than 30 days, ZENERGO a.s. is authorized to sell the separated material and to pay all its receivables from the customer from the proceeds of the sale.

12. If the separated material is not handed over within 14 days of the notification of the completion of the separation due to the customer's reason, ZENERGO a.s. is authorized to charge a storage fee of 0.3€ per pallet place per day.

13. The customer is entitled to complain of defects of the separated material within 30 days from the receipt or handover of the separated material to the carrier, otherwise all rights from defects expire.

#### **IV. Purchase contract and conditions of sale**

1. A prerequisite for entering into a purchase contract is the acceptance of an offer to sell material by ZENERGO a.s. processes and sends to the customer. Attached to the offer is a report on the performance of laboratory tests. Offer is valid for 30 days from processing.

2. The purchase contract is concluded by delivery of the customer's signed offer of ZENERGO a.s. within the period of its validity

3. The customer is obliged to immediately take over the material at the establishment or another place specified in the purchase contract.

4. ZENERGO a.s. hand over the material to the customer only after paying the agreeded purchase price.

5. The customer becomes the owner of the material only after full payment of the agreeded purchase price.

6. The customer is entitled to complain about defects of the material within 30 days from the receipt or handover of the material to the carrier, otherwise all rights from defects expire.

#### **V. Payment Terms**

1. The customer pays the price for material separation or the purchase price for material

separated on the basis of the delivered tax document payable within 14 days of its issue.

2. When paying the price, the customer shall state the variable symbol specified in the tax document.

3. Payment shall mean crediting all the amount to the account of ZENERGO a.s. in the tax document.

#### **VI. Withdrawal from the contract**

1. A contract of separation or a contract of sale may be withdrawn in the event of a material breach.

2. The following shall be considered as a material breach of the separation contract:

a) Customer's delay in delivery of material longer than 14 days,

b) The supply of material for separation in quantities other than agreeded quantity or quality.

3. The following shall be deemed to be a substantial breach of the purchase contract:

c) Customer's delay in receiving the material for more than 14 days;

d) Delivery of material in other than agreeded quantity or quality.

#### **VII. Final Provisions**

1. Personal data provided in connection with a separation contract or a purchase contract shall be processed for the duration of the separation contract in accordance with the legislation, in particular Act No. 101/2000 Coll., On the protection of personal data and the European Parliament and Council Regulation ( EU) 2016/679 of 27 April 2016 (GDPR Regulation), to the extent necessary for performance of the contract, compliance with legal regulations and protection of the legitimate interests of ZENERGO as

2. All documents shall be sent to the addresses of the Parties, including an e-mail address, and shall be deemed to have been received on the third day after they have been sent, unless service has been previously confirmed by the other Party.

3. This Agreement and the relations arising from this Agreement shall be governed by the laws of the Czech Republic.

4. All disputes arising out of and in connection with the separation contract or purchase agreement shall be finally settled by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its rules by one arbitrator appointed by the President of the Arbitration Court.

5. These Business Terms and Conditions form an integral part of the Separation Agreement and the Purchase Agreement and are published at [www.recycling.zenergo.cz](http://www.recycling.zenergo.cz).

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Stamp and signature