

General Terms and Conditions for the Acceptance of Radioactive Residues and Radiation Sources at Eckert & Ziegler Nuclitec GmbH

1 GENERAL

(1) These "General Terms and Conditions for the Acceptance of Radioactive Residual Materials and Radiation Sources at Eckert & Ziegler Nuclitec GmbH" (hereinafter referred to as "GTC") are a direct component of the contractual agreements concluded by us and the Customer concerning our services. Unless otherwise agreed, all offers, acceptances and services shall be based exclusively on these GTC. Within the framework of an existing business relationship with the customer, the GTC shall also become part of the contract even if we do not expressly refer to their inclusion again. At this point, we refer to the "Special Conditions for the Delivery of Radioactive Residual Materials and Radiation Sources" (hereinafter referred to as the "Acceptance Conditions"), which supplement the GTC and are also a direct component of the contractual agreements. For activities in connection with the delivery of radioactive residual materials and radiation sources, we refer to the "General Terms and Conditions of Eckert & Ziegler Umweltdienste GmbH in connection with the delivery of radioactive residual materials and radiation sources". These regulations are a direct component of the contractual agreements for the execution of these activities.

(2) The following shall apply to current contracts: The customer shall be notified in writing of any amendments to these terms and conditions. If the customer has agreed an electronic communication channel with us within the scope of the business relationship, the amendments may also be transmitted by this means if the method of transmission allows the customer to save or print the amendments in a legible form. They shall be deemed to be approved if the customer does not object in writing or by the agreed electronic means. This consequence shall be specifically pointed out at the time of notification. The customer must send the objection to us within six weeks after notification of the changes.

(3) Deviating terms and conditions of the customer are hereby objected to; these shall not be deemed accepted even if the contract is executed. Other agreements, in particular guarantees, amendments and ancillary agreements shall only be effective if we expressly agree to them.

2 OFFERS / ORDERS

(1) Our offers are always subject to change and non-binding, unless otherwise stated in the offer. All offer documents remain our property and may not be reproduced or made available to third parties without our consent. S. 2 shall not apply to the competent authorities.

(2) The contract shall only be concluded upon our order confirmation / declaration of readiness for acceptance.

(3) If, after the conclusion of the contract, increases in costs occur which were not foreseeable and cannot be influenced by us, we shall be entitled to demand a corresponding price adjustment.

3 ACCEPTANCE OF RESIDUAL MATERIALS OR RADIATION SOURCES / RENTAL OF CONTAINERS

(1) The customer is solely responsible for the correct declaration of the residual materials or radiation sources in accordance with our acceptance conditions; he is liable for the correctness and completeness of the information provided. We are also entitled to check before acceptance of the residual materials or radiation sources whether the specification of the residual materials or radiation sources corresponds to the specifications given by the customer. The inspection shall be carried out at our expense unless the inspection reveals a not insignificant deviation. In this case, the additional costs incurred in carrying out the test shall be borne by the customer.

(2) We shall only be obliged to accept residual materials or radiation sources from the customer in the agreed quantity if the residual materials or radiation sources correspond to the specification stated by the customer and our acceptance conditions have been complied with.

(3) Unless otherwise agreed, we or a transport company commissioned by us shall collect the residual materials or radiation sources from the Customer. The date and exact place of collection shall be agreed with the customer in advance. The customer undertakes to make the agreed quantity of residual materials or radiation sources in accordance with the specifications available at the agreed place on the agreed date in such a way that further processing and loading can take place without delay. He further undertakes to hand over to the transporter, without being requested to do so, all the necessary documents which the transporter must carry with him in accordance with the statutory provisions, in particular those of the law on hazardous goods. The costs of the transport according to the price list shall be borne by the customer. We are the shipper, consignor and carrier of the accepted residual materials and radiation sources on the basis of the nuclide and activity data provided by the customer. Furthermore, we assume that part of the packer's duties which relates to the observance of the regulations concerning the marking and labeling of packages. The provisions of the law on hazardous goods shall remain unaffected.

(4) If the waiting time between the arrival of the transport and the complete loading exceeds 30 minutes for reasons for which the customer is responsible, the customer shall reimburse us for the resulting additional costs upon proof. The same shall apply to costs for empty runs caused by the customer's conduct in breach of the contract.

(5) We shall take over ownership of the residual materials or radiation sources from Eckert & Ziegler Nuclitec GmbH at the time when our confirmation of acceptance is issued. If, after acceptance of the residual materials or radiation sources, it is determined that the residual materials or radiation sources deviate not only insignificantly from the specifications stated by the customer or do not meet our acceptance conditions, we may transfer ownership of the residual materials or radiation sources back to the customer. In this case, the customer is obligated, after a corresponding request, to immediately pick up and take back the residual materials or radiation sources at the place where they are currently located at his own expense. Optionally, we may also carry out the return transport to the customer ourselves or commission third parties to do so; the costs for this shall be borne by the customer. Our right to assert claims pursuant to No. 4 shall remain unaffected.

(6) If agreed, we shall provide the customer with suitable containers for the residual materials and radiation sources. Only residual materials and radiation sources with the specification specified by the customer may be filled into the containers. The customer shall ensure that the containers are properly handled and adequately secured. In particular, the containers must be tight, provided with a valid tightness certificate and free of contamination. The customer shall be liable for any damage for which he is responsible due to improper handling or any decontamination effort in the event of external contamination; he alone shall bear the duty of care for the containers. Collection costs and additional costs incurred due to damage to the containers will be charged to the customer. Contamination on the outer surface of the containers may not exceed the permissible surface contamination limits in accordance with No. 6 of our Terms and Conditions of Acceptance upon return.

(7) To the extent permitted by law, the following shall apply: Deliveries and acceptances of such and services of Eckert & Ziegler Nuclitec GmbH are subject to relevant national and international export control regulations. The Customer thus undertakes to (a) comply

with all applicable trade sanctions, executive orders, regulations, embargoes, export control laws and restrictions imposed by the Federal Republic of Germany, the United States of America and/or the European Union and/or the United Nations (together "Export Regulations"), which relate to goods (hardware and/or software and/or technology as well as associated documents, irrespective of the manner in which they are provided) or services manufactured and/or supplied by Eckert & Ziegler Nuclitec GmbH or its affiliated companies or subcontractors; (b) to obtain the export/import licenses required by applicable law and/or government regulations or to submit the (c) to fully indemnify Eckert & Ziegler Nuclitec GmbH against all claims asserted against Eckert & Ziegler Nuclitec GmbH by authorities or other third parties due to the Customer's non-compliance with the above export regulations and to reimburse Eckert & Ziegler Nuclitec GmbH for all damages and expenses incurred in this connection. The contractually agreed services of Eckert & Ziegler Nuclitec GmbH and each delivery of the goods or parts thereof are subject to the strict condition of full compliance with the export regulations and the obtaining of export licenses. Delays due to export inspections or licensing procedures will invalidate deadlines and delivery times. If at any time the goods, services or technologies manufactured, purchased, provided or delivered in accordance with the order confirmation may not be delivered in accordance with the applicable export regulations or the required export license, Eckert & Ziegler Nuclitec GmbH will refrain from delivery/acceptance of the goods. In such a case, Eckert & Ziegler Nuclitec GmbH may cancel the relevant order and/or delivery without liability. In particular, Eckert & Ziegler Nuclitec GmbH is entitled to refrain from delivery/acceptance of the goods to a destination, country or person directly or indirectly prohibited by export regulations. Eckert & Ziegler Nuclitec GmbH will inform the customer of the decision not to deliver goods to countries subject to corresponding export regulations via all specific information. The customer will refrain from delivery to a destination, country or person directly or indirectly prohibited by export regulations. Claims for damages by the customer due to such delays, if Eckert & Ziegler Nuclitec GmbH is not responsible for them, or such cancellation are excluded.

(8) For the acceptance of residual materials or radiation sources in containers not provided by us, the Customer shall submit a declaration of conformity of the containers for the suitability for the transport of radioactive materials in accordance with the applicable dangerous goods regulations prior to collection by us.

4 DISPOSAL

Our contractual obligation to dispose of waste shall only apply to residual materials or radiation sources that comply with the specifications provided by the customer; No. 3 Para. 2 shall apply accordingly. If the residual material or the radiation source does not comply with the specification provided by the customer, we shall not be obliged to dispose of it vis-à-vis the customer. If we nevertheless carry out the disposal, we shall, in addition to the claim to payment of the agreed remuneration, have a claim to reimbursement of all additional expenses incurred in the disposal as a result of the deviation between the specifications stated by the customer and the actual specifications. Further rights, in particular the assertion of damages and contractual penalty, shall remain unaffected.

5 REMUNERATION

(1) Pricing for the agreed services shall be based on our currently valid price list, unless customer-specific price agreements exist. The prices are exclusive of the respectively valid value added tax. For containers provided by us, a usage fee shall be invoiced from the 2nd year onwards in accordance with our price list.

(2) The remuneration shall be due for payment without deduction within 30 days of the invoice date.

(3) In the event of default in payment by the customer, we shall be entitled to charge default interest at the statutory rate until payment is made in full. This shall not exclude the assertion of further damages.

(4) If we are commissioned with the ongoing disposal of residual materials or radiation sources of the Customer, we reserve the right to adjust the agreed remuneration if cost reductions or cost increases occur after the conclusion of the contract. We shall provide evidence of these changes to the customer upon request.

6 LIABILITY

(1) Unless otherwise stated in these General Terms and Conditions, Eckert & Ziegler Nuclitec GmbH shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) Eckert & Ziegler Nuclitec GmbH is liable for damages - regardless of the legal grounds - within the scope of fault liability in the case of intent and gross negligence. In the case of simple negligence, Eckert & Ziegler Nuclitec GmbH is liable, subject to a milder standard of liability in accordance with the statutory provisions, only for damages arising from injury to life, limb or health and for damages arising from the not insignificant breach of an essential contractual obligation (cardinal obligation). In the latter case, liability shall be limited to compensation for typical, foreseeable damage. Die vorstehenden Haftungsbeschränkungen gelten in gleichem Umfang zugunsten der Organe, die gesetzlichen Vertreter, Angestellten und Erfüllungsgehilfen der Eckert & Ziegler Nuclitec GmbH.

(3) The above limitations of liability apply to the same extent in favor of the organs, the legal representatives, employees and vicarious agents of Eckert & Ziegler Nuclitec GmbH.

(4) The limitations of liability do not apply if Eckert & Ziegler Nuclitec GmbH has fraudulently concealed the defect, has exceptionally assumed a guarantee for the quality of the goods, or if claims exist for the customer under the Product Liability Act.

(5) Unless other limitation periods are mandatory by law, the limitation period for liability claims against us shall be one (1) year from the statutory commencement of the limitation period. Claims for damages by the Buyer as well as claims under the Product Liability Act shall become time-barred in accordance with the statutory limitation periods.

7 FORCE MAJEURE / LOSS OF PERMITS OR DISPOSAL OPTION

(1) If the customer is prevented by force majeure from providing the agreed quantities of specification-compliant residual materials or radiation sources, or if we are prevented by force majeure from collecting them, the affected contracting party shall be released from the respective performance obligations for the duration of the impediments without being obliged to compensate the other contracting party for damages. Cases of force majeure are in particular labor disputes, serious transport disruptions, war (declared or not), invasion, revolution, riot, terrorist act, fire, explosion, embargo, currency restrictions, operational disruptions of any kind, difficulties or operational disruptions through no fault of our own, epidemics or pandemics.

(2) If the official approvals required for the services to be provided by us lapse, we shall be entitled to revoke binding offers and to withdraw from contracts without compensation.

(3) If, for reasons for which we are not responsible, the possibility of disposing of the Customer's residual materials or radiation sources ceases to exist after conclusion of the contract, we shall be obliged to acquire alternative disposal capacities elsewhere only to the extent that this is economically reasonable. Such an obligation to purchase shall be

deemed economically unreasonable in particular if the costs of using the replacement capacities exceed the remuneration agreed with the customer by more than 10%.

8 TERMINATION

If we are contracted to provide ongoing disposal of a customer's residual materials or radiation sources, we may, in the absence of an agreement to the contrary, terminate the disposal contract upon ten (10) days' notice.

9 DETERIORATION OF THE CUSTOMER'S ASSETS

(1) If, after conclusion of the contract, we become aware of facts that call into question the Customer's ability to pay, we shall be entitled to demand full payment or a corresponding security deposit before further execution of the order or to withdraw from the contract after setting a reasonable deadline for the full payment or security deposit.

(2) Facts that call into question the Customer's ability to pay are, in particular, sustained seizures or other enforcement measures and the opening of insolvency proceedings.

10 FINAL PROVISIONS

(1) The customer shall only be entitled to rights of set-off and retention if its counterclaim has been legally established, is undisputed or has been acknowledged by us in writing. The assertion of rights of retention which are not based on the same contractual relationship shall be excluded.

(2) The place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of our company.

(3) The legal relationship between Eckert & Ziegler Umweltdienste GmbH and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods shall not apply.

(4) Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision or the invalid part of the provision, the legally valid provision shall be deemed agreed which comes as close as possible to the economic purpose pursued by the invalid provision in a legally permissible manner. The same shall apply mutatis mutandis if the contract should be incomplete.

Version: April 2023

General Terms and Conditions of Eckert & Ziegler Umweltdienste GmbH in connection with the delivery of radioactive residues and radiation sources

1 GENERAL

(1) These "General Terms and Conditions of Eckert & Ziegler Umweltdienste GmbH in connection with the delivery of radioactive residues and radiation sources" (hereinafter referred to as "GTC") are a direct component of the contractual agreements concluded by us and the customer concerning our services. Unless otherwise agreed, all offers, acceptances and services shall be based exclusively on these GTC. Within the framework of an existing business relationship with the customer, the GTC shall also become part of the contract even if we do not expressly refer to their inclusion again. At this point we refer to the "Special Terms and Conditions of Eckert & Ziegler Umweltdienste GmbH in connection with the delivery of radioactive residues and radiation sources" (hereinafter referred to as the "Acceptance Conditions"), which supplement the GTC and are also a direct component of the contractual agreements. The acceptance of residual materials or radiation sources into ownership is carried out by Eckert & Ziegler Nuclitec GmbH. In this case, the "General Terms and Conditions for the Takeover of Radioactive Residual Materials and Radiation Sources at Eckert & Ziegler Nuclitec GmbH" are a direct component of the contract.

(2) The following applies to current contracts: The customer will be notified in writing of any changes to these terms and conditions. If the customer has agreed on an electronic communication channel with us within the scope of the business relationship, the changes can also be transmitted by this channel if the type of transmission allows the customer to save or print the changes in a readable form. They shall be deemed to have been approved if the customer does not object in writing or by the agreed electronic means. This consequence shall be specifically pointed out at the time of notification. The customer must send the objection to us within six weeks after notification of the changes.

(3) Deviating terms and conditions of the customer are hereby objected to; these shall not be deemed accepted even if the contract is executed. Other agreements, in particular warranties, amendments and collateral agreements shall only be effective if we expressly agree to them.

2 OFFERS / ORDERS

(1) Our offers are always subject to change and non-binding, unless otherwise stated in the offer. All offer documents remain our property and may not be reproduced or made available to third parties without our consent. S. 2 shall not apply to the competent authorities.

(2) The contract shall only be concluded upon our order confirmation. This shall also apply to current framework agreements, so that the individual order shall only become binding upon our order confirmation.

(3) If, after the conclusion of the contract, increases in costs occur which were not foreseeable and cannot be influenced by us, we shall be entitled to demand a corresponding price adjustment.

3 TRANSPORT, ACCEPTANCE, RENTAL OF CONTAINERS

(1) The customer shall be solely responsible for the correct declaration of the residual materials or radiation sources in accordance with our acceptance conditions; the customer shall be liable for the correctness and completeness of the information provided. We are also entitled to check before acceptance of the residual materials or radiation sources whether the specification of the residual materials or radiation sources corresponds to the specifications given by the customer. The inspection shall be carried out at our expense, unless the inspection reveals a not insignificant deviation. In this case, the additional costs incurred in carrying out the test shall be borne by the customer.

(2) We shall only be obliged to process the customer's residual materials or radiation sources in the agreed quantity if the residual materials or radiation sources comply with the specification stated by the customer and our acceptance conditions are met.

(3) If agreed, we or a transport company commissioned by us shall collect the residual materials or radiation sources from the customer. The date and exact place of collection shall be agreed with the customer in advance. The customer undertakes to make the agreed quantity of residual materials or radiation sources in accordance with the specifications available at the agreed place on the agreed date in such a way that further processing and loading can take place without delays. He further undertakes to hand over to the transporter, without being requested to do so, all the necessary documents which the transporter must carry with him in accordance with the statutory provisions, in particular those of the law on hazardous goods. The costs of the transport according to the price list shall be borne by the customer. We are the shipper, consignor and carrier of the accepted residual materials and radiation sources on the basis of the nuclide and activity data provided by the customer. The regulations of the dangerous goods law remain unaffected.

(4) If the waiting time between the arrival of the transport and the complete loading exceeds 30 minutes for reasons for which the customer is responsible, the customer shall reimburse us for the resulting additional costs upon proof. The same shall apply to costs for empty runs caused by the customer's conduct in breach of the contract.

(5) If, after acceptance of the residual materials or radiation sources, it is determined that the residual materials or radiation sources deviate not only insignificantly from the specifications stated by the customer or do not meet our conditions of acceptance, the customer shall, after being requested to do so, immediately collect and take back the residual materials or radiation sources from the place where they are currently located at its own expense. Optionally, we may also carry out the return transport to the customer ourselves or commission third parties to do so; the costs for this shall be borne by the customer. Our right to assert claims pursuant to paragraph 4 shall remain unaffected.

(6) If agreed, we shall provide the customer with suitable containers for the residual materials or radiation sources on loan. Only residual materials or radiation sources with the specification specified by the customer may be filled into the containers. The customer must ensure that the containers are properly handled and adequately secured. In particular, the containers must be tight, provided with a valid tightness certificate and free of contamination. The customer shall be liable for any loss for which he is responsible, damage for which he is responsible due to improper handling or any decontamination expenses in the event of external contamination; he alone shall bear the duty of care for the containers. The containers shall remain our property. We are entitled to exchange the containers for other containers at any time. In the event of termination of the contract, we shall be entitled to retrieve the containers without delay. Collection costs and additional costs incurred due to damage to the containers will be charged to the customer. Contamination on the outer surface of the containers may not exceed the permissible limits of surface contamination pursuant to No. 6 of our Terms and Conditions of Acceptance upon return.

(7) To the extent permitted by law, the following shall apply: Deliveries and acceptances of such and services by Eckert & Ziegler Umweltdienste GmbH are subject to relevant national and international export control regulations. The customer thus undertakes (a) to comply with all applicable trade sanctions, executive orders, regulations, embargoes, export control laws and restrictions imposed by the Federal Republic of Germany, the United States of America and/or the European Union and/or the United Nations (together "export regulations") relating to goods (hardware and/or software and/or technology as well as associated documents, irrespective of the manner in which they are provided) or services manufactured and/or supplied by Eckert & Ziegler Umweltdienste GmbH or its affiliated companies or subcontractors; (b) to obtain the export/import licenses required by the applicable law and/or government regulations or to submit required export/import declarations before Eckert & Ziegler Umweltdienste GmbH exports or re-exports goods or parts thereof (together "export license"); and (c) to indemnify Eckert & Ziegler Umweltdienste GmbH in full against all claims asserted against Eckert & Ziegler Umweltdienste GmbH by authorities or other third parties on account of the customer's failure to comply with the above export provisions and to reimburse Eckert & Ziegler Umweltdienste GmbH for all damages and expenses incurred in this connection. The contractually agreed services Eckert & Ziegler Umweltdienste GmbH and any delivery of the goods or parts thereof are subject to the strict condition of full compliance with the export regulations and the obtaining of export licenses. Delays due to export inspections or licensing procedures will invalidate deadlines and delivery times. If at any time the goods, services or technologies manufactured, purchased, provided or delivered in accordance with the order confirmation may not be delivered in accordance with the applicable export regulations or the required export license, Eckert & Ziegler Umweltdienste GmbH will refrain from delivering/accepting the goods. In such a case, Eckert & Ziegler Umweltdienste GmbH may cancel the relevant order and/or delivery without liability. In particular, Eckert & Ziegler Umweltdienste GmbH is entitled to refrain from delivery/acceptance of the goods to a destination, country or person directly or indirectly prohibited by export regulations. Eckert & Ziegler Umweltdienste GmbH will inform the customer of the decision not to deliver goods to countries subject to corresponding export regulations via all specific information. The customer will refrain from delivery to a destination, country or person directly or indirectly prohibited by export regulations. Claims for damages by the customer due to such delays, if Eckert & Ziegler Umweltdienste GmbH is not responsible for them, or such cancellation are excluded.

(8) For the acceptance of residual materials or radiation sources in containers not provided by us, the customer must submit a declaration of conformity of the containers for the suitability for the transport of radioactive materials in accordance with the applicable dangerous goods regulations prior to collection by us.

4 PROCESSING

(1) Our contractual obligation to process shall only apply to residual materials and substances which comply with the specifications provided by the customer; No. 3 para. 2 shall apply accordingly. If the residual materials or substances do not comply with the specification provided by the customer, we shall not be obliged to process or perform the services vis-à-vis the customer. If we do not perform the processing or service, we shall, in addition to the claim to payment of the agreed remuneration, have a claim to compensation for all additional expenses incurred in the processing or service as a result of the deviation between the specifications stated by the customer and the actual specifications.

(2) We shall be entitled to claim damages from the customer for any damage incurred in the course of fulfilling our contractual obligations. This includes in particular damage to our machines. This claim shall not apply to damage caused by us through slight negligence.

(3) Further rights, in particular the assertion of claims for damages and contractual penalties, shall remain unaffected.

5 REMUNERATION

(1) Pricing for the agreed services shall be based on our currently valid price list, unless customer-specific price agreements exist. The prices are exclusive of the respectively valid value added tax.

(2) Payment is due within 30 days of the invoice date without deductions.

(3) We shall be entitled to claim default interest at the statutory rate in the event of default in payment by the Customer until payment is made in full. This shall not exclude the assertion of further damages.

(4) If we are commissioned with the ongoing processing of residual materials of the customer, we reserve the right to adjust the agreed remuneration if cost reductions or cost increases occur after the conclusion of the contract. We shall provide evidence of these changes to the customer upon request.

6 LIABILITY

(1) Unless otherwise stated in these General Terms and Conditions, Eckert & Ziegler Umweltdienste GmbH shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

(2) Eckert & Ziegler Umweltdienste GmbH is liable for damages - irrespective of the legal grounds - within the framework of fault liability in the case of intent and gross negligence. In the case of simple negligence, Eckert & Ziegler Umweltdienste GmbH is liable, subject to a milder standard of liability in accordance with the statutory provisions, only for damages arising from injury to life, limb or health and for damages arising from the not inconsiderable breach of a material contractual obligation (cardinal obligation). In the latter case, liability shall be limited to compensation for typical, foreseeable damage.

(3) The above limitations of liability apply to the same extent in favor of the organs, the legal representatives, employees and vicarious agents of Eckert & Ziegler Umweltdienste GmbH.

(4) The limitations of liability do not apply if Eckert & Ziegler Umweltdienste GmbH has fraudulently concealed the defect, has exceptionally given a guarantee for the quality of the goods, or if the customer has claims under the Product Liability Act

(5) Unless other limitation periods are mandatory by law, the limitation period for liability claims against us shall be one (1) year from the statutory commencement of the limitation period. Claims for damages by the Buyer as well as claims under the Product Liability Act shall become time-barred in accordance with the statutory limitation periods.

7 FORCE MAJEURE / OMISSION OF PERMITS OR PROCESSING POSSIBILITY

(1) If the customer is prevented by force majeure from providing the agreed quantities of specification-compliant residual materials or radiation sources, or if we are prevented by

force majeure from collecting them, the affected contracting party shall be released from the respective performance obligations for the duration of the impediments without being obliged to pay damages to the other contracting party. Cases of force majeure shall be deemed to include, in particular, labor disputes, serious transport disruptions, war (declared or not), invasion, revolution, riot, terrorist act, fire, explosion, embargo, currency restrictions, operational disruptions of any kind, difficulties or operational disruptions for which we are not responsible, epidemics or pandemics.

(2) If the official approvals required for the services to be provided by us lapse, we shall be entitled to revoke binding offers and to withdraw from contracts without compensation.

(3) If, for reasons for which we are not responsible, the possibility of processing the customer's residual materials or radiation sources or performing the service ceases to exist after conclusion of the contract, we shall only be obligated to acquire replacement capacities for processing elsewhere within the scope of what is economically reasonable. Such an obligation to acquire is economically unreasonable in particular if the costs of using the replacement capacities exceed the remuneration agreed with the customer by more than 10%.

8 TERMINATION

If we are contracted to process a customer's residual materials on an ongoing basis, we may, in the absence of an agreement to the contrary, terminate the processing contract upon ten (10) days' notice.

9 DETERIORATION OF THE CUSTOMER'S ASSETS

(1) If, after conclusion of the contract, we become aware of facts that call into question the customer's ability to pay, we shall be entitled to demand full payment or the provision of corresponding security before further execution of the order, or to withdraw from the contract after setting a reasonable deadline for full payment or the provision of security.

(2) Facts that call into question the customer's ability to pay are, in particular, sustained seizures or other enforcement measures and the opening of insolvency proceedings.

10 FINAL PROVISIONS

(1) The customer shall only be entitled to rights of set-off and retention if its counterclaim has been legally established, is undisputed or has been acknowledged by us in writing. The assertion of rights of retention which are not based on the same contractual relationship is excluded.

(2) The place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of our company.

(3) The legal relationship between Eckert & Ziegler Umweltdienste GmbH and the Customer shall be governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods shall not apply.

(4) Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision or the invalid part of the provision, the legally valid provision shall be deemed to have been agreed which, in a legally permissible manner, comes as close as possible to the economic purpose pursued by the invalid provision. The same shall apply mutatis mutandis if the contract should be incomplete.