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### **General conditions applicable to pick-up and disposal of special waste by ECSA Maintenance AG**

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In addition to the general conditions of sale and delivery, the following conditions govern the waste collection service ECSA Maintenance AG is authorised to perform by the Federal Office for the Environment (FOEN) and which it offers to its customers.

In accordance with the Ordinance on the Movement of Waste (VeVA 814.610), the company appointing ECSA Maintenance AG to provide this service accepts these conditions and confirms the following:

1. That it has correctly provided all the information (information on the origin, composition and characteristics of the waste) necessary for the protection of the environment and the disposal company's personnel and plants, and for environmentally friendly disposal of the waste. (VeVA Art. 6, §3)
2. That the packaging used is appropriate for the waste and is in perfect condition according to ADR/SDR. That the packaging used for the transportation of waste is clearly labelled and marked with the required information and is ready to be collected and transported safely. (VeVA Art. 7, §1)
3. That the waste has not been mixed or diluted pursuant to the VeVA ordinance, Art. 5, §1.

ECSA Maintenance AG reserves the right to refuse to transport waste which has not been declared in compliance with the regulations, or waste which has not been packaged in a way appropriate for transportation, storage by ECSA Maintenance AG and safe treatment for disposal.

All hazardous waste shall undergo thorough inspection prior to disposal. If there are differences between the customer's declaration and the results of the inspections, the results of the inspections and the values identified in the laboratory shall be applied. Depending on the laboratory values (composition, VeVA code and corresponding disposal method, as well as actual weight), new conditions for acceptance shall be created at the time of disposal. Any higher costs resulting from inaccurate declarations shall be charged to the customer.

For safety reasons, for certain types of waste, ECSA Maintenance AG reserves the right to request a sample of the waste for analysis (for a fee) prior to collection.

The supplier of special wastes shall be liable to ECSA Maintenance AG for any damages directly or indirectly caused as a result of non-compliance with the Ordinance on the Movement of Waste and ECSA Maintenance AG's general conditions applicable to special waste (including any costs ECSA Maintenance AG may bear as a consequence).

ECSA Maintenance AG guarantees that all special waste treatment services shall be performed in strict compliance with the applicable regulations of the law.