

## **General Terms and Conditions on the Power Plant Using Secondary Fuel (RDF and Reject) and Co-firing Waste**

The takeover of secondary fuels derived from waste is only possible subject to a valid waste management contract concluded with Hamburger Hungária Kft (hereinafter HH), the Power Plant Business Branch, and a valid permit is required in compliance with waste management legislation. The trucks may only be unloaded if prior notification has been made.

### **Business hours for takeover:**

06:00 – 21:00 from Monday to Friday

Delivery vehicles must arrive and register at least one hour before closing time.

The acceptance of fuels and wastes is subject to certain conditions.

### **Specified secondary fuels:**

These wastes are non-hazardous wastes derived from pre-treatment, the material of which cannot be recycled and must comply with the classification laid down in European Commission Decision 2000/532/EC of 3 May 2000:

**03 03 07 mechanically separated rejects from pulping of waste paper and cardboard**

**19 12 10 combustible waste (e.g. refuse derived fuel)**

**19 12 12 other wastes (including mixtures of materials) from mechanical treatment of wastes other than those mentioned in 191211**

In addition to the above, HH is also licensed to co-fire other fuels. You can contact our Company for more information on such fuels.

The delivered fuel must not contain hazardous waste.

To be accepted and used at the facility, the secondary fuels must also meet the following requirements: (see the attached annex in table format)

The parties stipulate that the proper classification of the waste is the sole responsibility and liability of the supplier partner, with all the consequences of any incorrect classification being borne by the supplier partner. In the event of any incorrect classification, the supplier partner is obliged to fully compensate HH for any resulting damage.

### **All suppliers and all deliveries must comply with the applicable legislation and regulations in force at any time, in addition to the following:**

- the Waste Act CLXXXV of 2012
- Regulation (EC) No 1013/2006
- EU Regulation 2024/1157

All parties must hold the necessary valid licences and ensure that they remain valid throughout the duration of the contract. The Parties shall promptly notify each other of any circumstances that may result in the modification or possible loss of their relevant permits.

The waste delivered in compliance with the applicable statutory regulations will be recovered according to the R1 recovery process code (Use principally as a fuel or other means to generate energy) of the recovery

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operations as defined in Annex 2 of FM Decree 43/2016 (28.VI.) on the list of disposal and recovery operations related to waste management, in accordance with the valid official permit (Integrated Pollution Prevention and Control Permit No. FE/KTF/1963-19/2023) and the legislation in force in Hungary.

In the event that the waste does not comply with the requirements set out in the valid Supply Contract (and its Annexes) or the statutory regulations, or it is not delivered in accordance with them, HH shall be entitled to refuse to accept it, in which case the partner is obliged to remove the refused waste from HH's site at its own expense without delay.

**HH will inspect the waste delivered to its site as follows:**

- Quantitative inspection: when the waste is received, HH carries out the quantitative inspection of the waste by weighing it
- Qualitative inspection: HH may carry out a qualitative inspection of the waste delivered to it at any time before recovery
- if a foreign matter, undesirable from the point of view of processing, is introduced into the consignment, which is not a contaminating foreign matter in the waste for incineration in the power plant resulting from the prescribed technological process, and can be removed by sorting, HH may charge the supplier partner a sorting fee of 20% of the value of the consignment
- if the foreign matter remaining in the delivered waste causes damage to the machines and equipment involved in the technological processing, HH is entitled to charge it onto the delivery partner, together with all its additional costs.

More detailed rules are included in the contract between the parties.

The supply partner will deliver according to DAP terms as specified in Incoterms 2020.

The contract in force shall be governed by Hungarian law, excluding the rules of private international law.

By signing a valid contract the parties shall mutually undertake to maintain absolute confidentiality throughout the term of the contract in force and for an indefinite period after its termination for any reason whatsoever, with regard to any information which they may have acquired in any way concerning the other party or its business and professional activities, and with regard to all the facts and data relating to the contract in force. This information, data and documents are the property of the disclosing party and may only be used for the performance of the contract in force. Such information may be disclosed to third parties only with the prior written consent of the disclosing party. At the request of the disclosing party or upon termination of the valid contract for any reason, the information, data and documents which are the property of the disclosing party shall be immediately returned by the receiving party to the disclosing party, together with any copies.

The obligation of confidentiality does not apply to the information provision obligation of either party when required by law, the courts of law or the authorities. The Party that is subject to the data provision obligation shall inform the other Party and have consultations with it in detail prior to disclosure.

HH reserves the right to amend the General Terms and Conditions, if necessary.

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