

General Business Terms and Conditions

1. General

1.1. Scope

We provide our contractual services as per the General Terms and Conditions below (hereinafter: "GTC"). The GTC shall also apply for future contracts with the same client (hereinafter: "CLIENT") without our needing to point this out in each individual case. The GTC shall only apply if the CLIENT is a company (section 14 German Civil Code, BGB), a legal entity under public law or a special asset under public law.

1.2 Exclusive application

Our GTC shall apply exclusively. Should the CLIENT's general terms depart from, contradict or supplement the GTC, they shall only become part of the contract in as far as we have expressly given written approval of their validity.

1.3. Individual agreements

Individual agreements made on a case-by-case basis with the CLIENT (incl. side agreements, supplements and changes) shall in all cases take precedence over these GTC.

1.4. Legally relevant declarations and announcements

Legally relevant declarations and announcements which the CLIENT is duty-bound to provide for us after conclusion of the contract (e.g., statements of deadlines, notices of defect, declarations of withdrawal or reductions) must be made in writing to be legally operable.

1.5. References to legal provisions

References to the validity of legal provisions shall serve only as clarification. Therefore, the legal provisions shall apply even without such clarification to the extent that they are not materially altered or expressly excluded by these GTC.

2. Closing of contract and prices

We make the CLIENT written offers on the services to be provided, formulated as body copy. The offers made are binding for four weeks after the CLIENT has received them, unless the offers expressly state another period of time. Information and advice provided by phone is given to the best of our knowledge and is non binding and any liability for it is excluded.

All services provided by us or third parties whom we might appoint are made on the basis of the prices stated in the respective offer; moreover, the services are invoiced according to the prices valid at the time the services are provided. Prices are exclusive of value-added tax applicable at the time the service is provided.

For waste invoiced by volume, the water volume of the packaging and transport container or the volume calculated by us on acceptance applies.

Calculations for volume-based services rest solely on the weighing undertaken on acceptance at the respective disposal plant. In the case of discrepancies between the waste volume stated in the bill of lading and that documented by the weighing bill (Wiegeschein), the volume given in the latter shall apply for the invoicing.

Other services are invoiced in line with the price units stated in the respective offer and/or the prices otherwise valid for our company.

As a rule, the prices for transportation services or providing vehicles include labor costs for one person. When additional personnel are necessary, or where work is required outside regular working hours and or special/emergency operations shall be charged in the form of mark-ups on wages or time in line with the regulations under collective bargaining agreements valid for our company or as one-time lump sums.

All fees due to public authorities under public law that are incurred over and above the services offered are determined by the relevant fee scheme and other public-law regulations governing costs.

3. Use of subcontractors

We are authorized to use third parties when fulfilling our contractual duties, who shall possess the relevant permits and qualifications.

4. Precondition for delivery / transport; CLIENT guarantees

Delivery of waste to a disposal unit we have nominated for the CLIENT run by us or by a third party appointed by us and the transport shall be subject to compliance with statutory regulations, including the German Closed Substance Cycle Act (KrWG), the German Decree on Documentation when Disposing of Waste and in the case of cross-border waste transports the EU Directive 1013/2006, and a date being agreed with us or the third party we have contracted for the purpose.

The CLIENT shall guarantee that the waste consignment delivered and/or waste made available for transport, shall correspond in terms of type, composition and hazardous nature to the declarations of compliance to be furnished as per the Ordinance on Waste Disposal and Recovery Records (Nachweisverordnung).

Should any waste be delivered and/or made available for transport for which the compliance documents are not provided or not in the prescribed form or are incomplete, we or the third party appointed by us shall be authorized to refuse to accept and/or transport the waste, to reject it, and to dispose of it duly and properly, charging whatever additional costs incurred to the CLIENT. The stipulations imposed by the authorities shall regulate the process thereafter. This shall also apply if the nature of the waste departs from the content given in the declaration covering them (Verantwortliche Erklärung). We shall not be liable for the costs that then arise.

5. Excluded materials

The following materials cannot be accepted:

- explosive materials
- radioactive materials
- biological and chemical warfare agents
- unknown materials
- gases in pressure containers (toxic waste incineration plant operated by AVG Abfall-Verwertungs-Gesellschaft mbH) and
- materials that must be excluded for plant-specific reasons

The CLIENT shall be liable for all damages that arise from not adhering to these rules of exclusion. Moreover, the CLIENT shall voluntarily bring to our attention all possible dangers relating to the waste known to him – in particular as regards to improper handling.

6. Containers we make available

Should we or a third party contracted by us make containers available to the CLIENT in the framework of a waste disposal and/or transportation contract, then the CLIENT shall protect them against loss, damage and destruction. The relevant technical, contractual and statutory regulations shall be adhered to when putting them in place, filling them, loading them onto trucks and moving them.

If it is not possible to clean our container and /or container systems in the customary manner, costs for cleaning shall be charged to the CLIENT.

7. Special regulations for disposal services

7.1. Transport and packaging / adherence to regulations on hazardous materials

To the extent that we have not been commissioned to handle it, transporting waste between the point of occurrence at the CLIENT's premises and the waste disposal plant designated by us shall exclusively be the affair of the CLIENT. The CLIENT shall be responsible for said transport and bear the costs.

Should we not have been contracted accordingly, the CLIENT shall be liable for ensuring that the waste to be delivered shall be packaged and marked prior to and during transport and consignment in line with the relevant regulations on hazardous waste and that the necessary transport documents be available. The CLIENT shall provide us with the required safety data sheets where necessary.

The regulations on hazardous waste apply in our disposal plants and in the disposal plants of third parties we contract to provide waste disposal services. Should these regulations be ignored, we or the third parties commissioned by us shall be authorized to refuse to accept the waste. We shall not be liable for costs that arise as a result.

7.2. Acceptance controls

Waste delivered is subject to an acceptance check. After said check has been carried out and after completion of the procedures outlined in the Ordinance on Waste Disposal and Recovery Records (Nachweisverordnung), legal possession of the waste that has been shown to have been delivered shall be transferred to us. Should it transpire during the acceptance check or afterwards that the waste consignment does not comply with the declarations on its content, then we shall be empowered to act as per the rights accorded in clause 4 para. 3 above.

7.3. Waiting times at the plants

The CLIENT shall bear possible additional costs for transport as arise owing to waiting times at the plants.

7.4. Manner of consignment by CLIENT / safety rules / removal

We or the third party commissioned by us may specify a particular and binding form of consignment for the disposal (e.g., suction tankers, containers, barrels). The specifications for consignment contained in the consignment conditions, instruction leaflets etc. are binding and the CLIENT and the forwarding agent handling his contract shall comply with them. We shall be empowered to refuse to accept the consignment in the event of non-compliance with these specifications. We shall not be liable for the costs that are thus incurred.

We assume no liability if containers cannot be fully emptied.

For the consignment, the safety regulations for the respective disposal plant (are handed out on arrival of the consignment) and the relevant accident prevention measures shall at all costs be adhered to.

Removals shall be the sole responsibility of the CLIENT.

Should the waste consignment not meet the above-mentioned delivery conditions or should it transpire during the acceptance check that the waste does not correspond to the specifications made by the CLIENT, and should the waste materials then require more detailed examination, repackaging or special treatment, then the CLIENT shall bear the related additional costs. These shall be calculated on the basis of the prices valid for us or the third party we have contracted at the time the service is rendered. The CLIENT shall be liable for damages or expenses that arise as a result of using unsuitable or faulty containers or the wrong designation marks.

7.5. Instructions

The CLIENT and parties appointed by him shall be obliged to follow the instructions of the waste-disposal plant staff on the grounds of the waste disposal facility to which the waste consignment is delivered. Failure to comply with these instructions may result in the persons in question being removed and barred from entering the premises again.

8. Specific regulations for transport services

8.1. CLIENT information duties and preparatory activities

The CLIENT shall undertake to provide exact information on local, factual or safety-related matters prior to us or third parties contracted by us entering the CLIENT's grounds.

Our services can only be provided if there are roads fit and safe for traffic and appropriate storage facilities. The CLIENT shall be responsible for monitoring and ensuring the access and storage facilities. Moreover, the CLIENT shall ensure there is unobstructed access and, if necessary, make available a work space that meets the relevant regulations. The CLIENT shall undertake to obtain the necessary permits from the authorities.

The CLIENT shall make certain that all the necessary connections, pipes and shafts are freely accessible. This shall apply in particular to cleaning and rinsing channels, pipes and separating plants.

The CLIENT itself shall be responsible should it potentially not being possible to carry out work or delays to the same that result from faulty preparations or cooperation. In this case, we shall be authorized to charge for the extra costs we have therefore incurred. This shall also apply to empty trips by trucks caused by the CLIENT.

8.2. Loads

The CLIENT is responsible for labeling and marking of the vehicles, containers and waste. He shall provide complete details on the type of waste and its constituent elements at the latest on conclusion of the contract; in particular, all waste that comes under the German and European Decree on Hazardous Road, Rail and Inland Waterway Haulage (GGVSEB/ADR) shall be declared separately.

The CLIENT shall not exceed the permissible payload for vehicles and containers and shall ensure that loading is done in such a way as to guarantee safe transportation (as per GGVSEB/ADR).

The CLIENT shall be liable for all damages and costs that result from overloading or faulty loading and/or incorrect declarations.

8.3. Separating plants

In the case of separating plants (fat and light liquid separators) our services relate solely to the relevant containers. Cleaning of pipes, shafts or other components shall be invoiced separately. Inspecting containers or entering them for cleaning purposes is not in general planned. Should the CLIENT request an inspection of or entry for cleaning purposes, this shall be registered in advance. The measurements, protective measures and mark-ups involved shall be invoiced as separate services.

8.4. CLIENT containers

The CLIENT shall alone be responsible for the suitability of CLIENT-owned containers for transportation.

The CLIENT shall bear the costs of measures that become necessary during transportation owing to faults in the transport containers it has provided or owing to their improper loading.

9. Payment terms

9.1. Payment period

Payments shall be made without any deductions stating the invoice number no later than 14 days after receipt of the invoice. In the event of contractual stipulations to dispose of waste, a payment obligation shall first arise after acceptance of the waste at the waste-disposal plant. The payment obligation shall not be dependent on the point in time of the actual disposal of the waste. Payments shall be cashless and made in EURO. Bills of exchange will not be accepted.

9.2. Arrears in payment

With the expiry of the payment period, the CLIENT shall be deemed to be in arrears, without a reminder being required. In the event of payment arrears we shall charge interest for payments in arrears as per section 288 BGB of currently 9 % above the base interest rate plus a lump-sum as per section 288 para. 5 BGB (currently EUR 40).

9.3. Offsets and rights of retention

CLIENT may only offset or make use of a right of retention against our claims if the counterclaim is uncontroversial or has been legally established to be binding.

9.4. Cash payments, advance payments and collateral

We shall be authorized in justified cases, in particular in the event of repeated delay in payment, or should the CLIENT's creditworthiness be poor or unclear, to demand cash payments, advance payments or collateral on or prior to delivery of waste.

9.5. Objections - invoices

The CLIENT shall raise objections to our invoices in writing within 30 working days of receipt. In the event of non-adherence to this deadline, the respective invoices shall be deemed accepted.

10. Data protection

We shall be authorized to collect, store, change and use the data on the CLIENT such as is necessary to fulfill our contractual obligations. This data shall exclusively be processed for said purpose.

We assure the CLIENT that person-related data from the CLIENT will not be passed on to third parties unless we are obliged to do so by law or the CLIENT has expressly approved this beforehand.

11. Force majeure

Unforeseen events attributable to force majeure, such as frost, black ice, strikes or lock-outs, transport difficulties, instructions by the authorities, or the preservation of the common good shall authorize us at any time to discontinue or postpone providing the service, without adhering to any notification period and without being obliged to pay compensation for damages. They shall likewise empower us to terminate or partially terminate in part or in whole the agreements reached. In this case, waste materials shall be returned to the CLIENT and they shall bear the cost of the waste material's disposal elsewhere.

12. Applicable law / court of jurisdiction

The laws of the Federal Republic of Germany shall apply exclusively unless expressly agreed otherwise.

Should the CLIENT be a merchant in the sense of the German Commercial Code, a legal entity under public law or a special asset under public law, then the exclusive court of jurisdiction – and this includes internationally – for all litigation arising directly or indirectly from this contractual relationship shall be Darmstadt. We may submit complaints at the CLIENT's general court of jurisdiction.

13. Severability clause

In the event of any provisions being invalid or unenforceable or become so over time, this in no way affects the validity of the remaining provisions. In such an event, the invalid clause shall be substituted with its equivalent statutory provision.

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