

General Terms & Conditions



> The REMONDIS Group

REMONDIS Industrie Service:
General Terms & Conditions
Status as of November 2024

remondis-industrie-service.de

> GENERAL TERMS AND CONDITIONS

> These General Terms & Conditions are valid for

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> 1 Area of Validity

- (1) These General Terms and Conditions of Business (hereinafter "GTCB") apply exclusively to the contractual relationships between Contractor und Client. These GTCB apply only to entrepreneurs within the meaning of Section 14 Paragraph 1 of the German Civil Code and legal entities under public law (hereinafter in short, the "Client").
- (2) Informal contractual agreements of the Contractor and Client have priority over these GTCB. On the other hand, other deviating or contradictory terms do not apply, provided the Contractor has not expressly agreed to them.

> 2 Conclusion of the Contract

- (1) The offers of the Contractor are non-binding, provided they are not expressly identified as binding or contain a certain acceptance period.
- (2) Contracts only become binding when the Contractor confirms them in writing within two weeks. Without expressly confirming the order, the contract falls under the conditions of the offer when the waste is received.
- (3) The information provided by the Client regarding the proof of waste management (declaration of responsibility) and possible official requirements are the basis of the contract and thus an essential part of this contract.

> 3 Services of the Contractor

- (1) As sole company, the Contractor takes over the services indicated in the service contract for the Client. Depending on the type of services agreed upon, the scope of the services includes:
 - (a) The provision of containers of the contractually specified type, size and number,
 - (b) The withdrawal, pouring out or exchange of the provided containers at the agreed upon location and the transport of the waste to the further processing/disposal facility,
 - (c) The proper and lawful processing/disposal of the waste stipulated in the contract.
- (2) As far as possible, the disposal is documented with a mobile electronic recording system. In this case and to fulfill the Client's obligations, the Contractor is authorized to submit the necessary declarations and carry out the required actions. The Contractor only picks up the waste without checking it. The basis for billing is the classification of the waste by the disposal facility.
- (3) Furthermore, all measures taken by the Contractor besides the actual disposal service (e.g. sampling, analysis) serve exclusively to fulfill the Client's legal obligations.
- (4) The Contractor is entitled to use third parties to fulfill this contract.
- (5) If the Contractor's contractually agreed upon service is no longer permitted in the manner provided to date owing to changed statutory provisions, the Contractor shall perform the disposal in accordance with the changed provisions. The Client shall bear the additional costs caused by this. The Contractor points out that every waste location of the Client can be part of an industry solution to packaging disposal.

> 4 Obligations of the Client

- (1) The Client is responsible for meeting all requirements for a lawful and proper rendering of the service.
- (2) In case of call orders, the service request takes place in writing, unless otherwise agreed.
- (3) The Client shall declare the waste fully and accurately. The containers must be filled exclusively with the declared waste. Changes in the waste composition must be immediately communicated to the Contractor.
- (4) When the waste is accepted/picked up, it becomes the property of the Contractor. An exception is dangerous waste and the waste that does not match the declaration. The Contractor can reject this waste or dispose of it at the Client's expense.
- (5) The service obligations accepted by the Contractor do not release the Client from his responsibility under waste management law.
- (6) The Client shall confirm to the Contractor, upon request, the proper rendering of the contractually agreed service. The Client shall promptly check that the contractually agreed service is the proper one and report obvious service-related defects no later than within 5 work days. The aforementioned deadlines begin when the Client is typically capable, for the first time, to check that the service was properly rendered. For the observance of the deadline, the timely sending of the notification of the defects is enough. After the applicable deadline for notifying the defects according to these GTCB, the legal warranty rights of the Client for obvious defects is excluded.

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- (7) Insofar as there is an obligation to provide proof about the proper disposal, the Client shall provide proof using the forms intended for this or by way of the electronic waste records procedure. For this purpose, the Contractor allows the Client to use the REGISTA® online data processing system according to the current general instructions for use. If at the time of the disposal, the Client does not comply with his obligation to provide proof – also through a designated person – the Contractor is not obligated to perform the disposal.
- (8) All operational changes pertaining to the waste pickup must be communicated to the Contractor in writing at least 4 weeks in advance. Official orders influencing the contractual service must be reported immediately in writing. If these reporting obligations are violated, the Client is liable for all costs and expenses resulting from this.
- (9) The contractually agreed service rhythms or service phases are binding. Futile trips of the Contractor caused by the Client shall be reimbursed by the Client. This does not apply if the Client is not responsible for the circumstances of the futile trip. The amount of the owed reimbursement is calculated according to the trip flat rate provided such rate has been agreed upon in the specific contractual relationship between the Contractor and Client. A futile trip within the meaning of this clause is assumed when the Contractor shows up at the agreed upon service location, on the agreed upon day and time to render the contractually agreed service, but cannot perform it at all or not within a more than 15-minute waiting period starting on the agreed upon service time limit owing to circumstances for which the Client is responsible.

> 5 Supply of Waste Containers

- (1) For the duration of the disposal, the Contractor provides the Client the needed containers by way of a lease.
- (2) The Client commits himself to handle the leased containers carefully and to follow the manufacturer's operating instructions, especially those pertaining to the maximum filling level and permissible weight capacity. The additional expenses of the Contractor (e.g. for reloading, transportation, analysis) caused by the Client, resulting from a filling of the containers not performed according to the contract, must be separately reimbursed by the Client according to the actual additional expenses that the Contractor has incurred. The amount of the reimbursement is based on the usual reimbursement for the type and extent of the additional expenses.
- (3) During the lease period, the Client is liable for the loss of the leased containers and for the damages not attributed to normal wear that he causes to them. This does not apply if the Client is not responsible for the loss or damages to the leased containers. Damages to the Contractor's containers or other changes on them must be reported to him at once in writing.
- (4) Furthermore, the Client is liable for selecting the location of the containers, especially for a sufficiently firm underlying surface, and guarantees free access to them so they can be transported away. Transfers of the containers are not allowed without the Contractor's permission.
- (5) The Client is responsible for the traffic safety requirement of the containers. Before supplying them, the Client must pay for and obtain the required official permissions for using public traffic areas. Only the Client is liable for failing to secure the containers or not having the permission. In this respect, he releases the Contractor from third-party claims.

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> 6 Prices and Payment Conditions

- (1) Unless there is a differing provision, the prices valid on the day the service is rendered apply. They include only the Contractor's services indicated in the contract. Additional or special services not included in the contract and eventual positions not listed in the service specifications or costs for third-party services are billed separately, provided they were prompted by the Client after conclusion of the contract or prescribed by law, such as expenses or fees for official permits.
- (2) If the service is billed based on weight, then the weights determined on a calibrated scale of the Contractor or of a subcontractor are decisive for the accounting. Weight deviations within the limits of commercially acceptable tolerances do not entitle the Client to complaints. If the determined net weight lies below the minimum load, the Contractor is entitled to claim a flat rate, regardless of the actual weight. This also applies when the scale verifiably determines an inaccurate weight.
- (3) The Contractor is entitled to charge the agreed upon basic container fee in advance in the first month of the billing period.
- (4) All prices apply in addition to the current statutory sales tax. If the requirements for this are met, billing takes place according to the reverse charge process. If the basic principles of the revenue treated like an exchange or an action is later classified as sales tax assessable, then the Client must ensure the necessary cooperative actions towards a proper settlement (e.g. invoicing), also after the contractual relationship has ended. A possible subsequent sales tax levied or reduced input tax must be reimbursed to the Contractor against proof.
- (5) Invoices can be sent to the Client via letter, fax or e-mail or made available for download by arrangement in the customer portal. Unless otherwise agreed upon, invoiced amounts are due immediately without deduction.
- (6) If a form of payment via direct debit is selected, the SEPA direct debit scheme applies. Before a direct debit is executed, the Contractor will inform the Client within a reasonable timeframe.
- (7) If the credit note procedure has been agreed upon, the deliveries/services are settled based on the delivery note/proof of performance. As proof of the recorded deliveries/ services, the credit note recipient receives a credit note from the credit note issuer by the end of the following month. For every delivery note/proof of performance, it identifies the deliveries/services according to type and quantity, net prices, sales tax rate and sales tax quantity, as well as the total amount. Either party can terminate the credit note agreement by giving a 6-week notice by the end of the month. If the credit note recipient disagrees with one or several of the credit notes issued to him or another behavior of the credit note recipient leads to the possibility of the input tax deduction for the credit note issuer according to the Sales Tax Law, the credit note recipient must compensate the credit note issuer for the resulting damage. The credit note recipient must immediately communicate to the credit note issuer about a change in the sales tax obligation. Erroneously paid amounts are reimbursed to the credit note issuer at his request or offset against existing claims.
- (8) In case of default, the Contractor is entitled to suspend the services 10 work days after the second payment reminder has been received and to seize the containers. For re-supplying the seized containers, the Contractor bills an amount for the actually incurred costs, at least €50.00 plus VAT per site of installation/operation. If the minimum flat rate of €50.00 is billed, the Client is allowed to prove that no costs or significantly lower costs than the flat rate have been incurred.

> 7 Price Adjustment

- (1) If the continuous obligations change or in case of services that should be rendered 4 months after conclusion of the contract, the costs based on the price calculation – especially wage costs and incidental wage costs, energy costs, taxes, charges, relevant indices of raw materials, as well as costs for third-party services (e.g. disposal/recycling facilities) – the Contractor is entitled to adjust the contract to the changed conditions.
- (2) If during the term of the contract additional costs are incurred due to changed statutory provisions, official requirements and/or fees and other duties, then the Contractor can request an adjustment of terms corresponding to the verified cost increases from the date of the changes.
- (3) The adjustment is claimed by stating the basis for the change. If according to the previous Paragraphs 1 and 2, the price adjustment leads to a payment increase that is unreasonable for the Client, he is entitled to terminate the contract by the end of the quarter giving a 4-week notice. Generally, an unreasonable increase is more than 10% of the agreed upon total charge.

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> 8 Liability

- (1) The Contractor is fully liable for damages arising from injury to life, limb or health and for damages due to deliberate or grossly negligent breaches of duty by the Contractor himself, his legal representatives or his subcontractors as well as malice. In the case of other damages, a liability is dropped if slightly negligent acts occur, unless it is the violation of important contractual obligations whose fulfillment makes the proper execution possible in the first place and on whose fulfillment the Client may ordinarily rely on; in this case, the liability of the Contractor is limited to the foreseeable contractually typical damages according to the type of the service.
- (2) The liability limitations resulting from Paragraph 1 also apply in favor of the legal representatives and subcontractors of the Contractor if claims are directly asserted against them.
- (3) The liability limitations resulting from Paragraph 1 do not apply if the Contractor assumes a guarantee for the quality of the contractually agreed service. The provisions of the German Liability Law remain untouched.
- (4) The Client is liable to the Contractor for the accuracy of the tasks given to him. He has to compensate the Contractor for each additional expense caused by the inaccuracy. Moreover, the Client is liable to the Contractor for all damages caused by his violation of the contractual obligations or of the staff commissioned by him and, if applicable, he releases the Contractor from third-party claims resulting therefrom.

> 9 Assignment, Offsetting, Right of Retention

- (1) The Client is entitled to fully or partially assign claims against the Contractor only after his previous approval.
- (2) The Client can, vis-a-vis the Contractor's claims, charge up with his own claims if they have been determined to be indisputable or legally binding or are in a close mutual relationship to the Contractor's claim. To exercise a right of retention, he is likewise only entitled as his counterclaim is based on the same contractual relationship.

> 10 Contractual Term and Termination

- (1) The term of the contract is 2 years, unless otherwise agreed upon. It is extended in each case by another year if not terminated before the end of the expected contractual term by giving a 3-month notice.
- (2) The right of the parties to an extraordinary immediate termination due to an important reason remains untouched. An important reason exists especially if:
 - The Client is unable to pay or there is an application for initiating insolvency proceedings related to his assets or rejection of proceedings due to lack of assets in accordance with Section 26 of the Insolvency Code (InsO),
 - A commercial credit insurance can no longer be taken out for the Client,
 - Important contractual obligations are repeatedly or severely violated.
- (3) The termination must be in writing.

> 11 Force Majeure

The Contractor's obligation is suspended, considerably impeded or impossible as long as the rendering of the owed service is due to reasons that are not his responsibility (e.g. force majeure or other circumstances such as strikes, lockouts or official decrees).

> 12 Data Protection

The personal data collected in connection with this contract are gathered, saved, processed and used in accordance with current data protection regulations and also according to the data protection guidelines of REMONDIS SE & Co. KG. You can read the data protection guidelines by visiting remondis.de/download-datenschutz/.

> 13 Final Provisions

- (1) If one or several provisions of these GTCB are or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. Instead of the invalid provisions, the legal regulations take the place of the invalid provisions.
- (2) The law of the Federal Republic of Germany applies under exclusion of the UN Sales Law. The place of jurisdiction for all disputes between the Contractor and the Client is the Contractor's registered office. No participation in a dispute settlement resolution before a consumer arbitration board takes place.