

ALBA Terms and Conditions of Service for Waste Management “T&C-WM”

§ 1 General

1. The following ALBA Terms and Conditions of Service for Waste Management (“**T&C-WM**”) shall apply to all business relations, including future ones, between the contracting party (“**Customer**”) and the ALBA company commissioned in each case (“**Contractor**”) (jointly referred to as the “**Parties**”) in the area of waste management (“**Waste Management Contract**”). ALBA companies within the meaning of these T&C-WM are ALBA Europe Holding plc & Co. KG and any affiliated companies according to Sections 15 et seq. of the AktG [German Stock Corporations Act].

2. These T&C-WM shall apply exclusively. Any conditions of the Customer conflicting with or differing from these T&C-WM shall not apply unless the Contractor has expressly agreed to their validity in writing. These T&C-WM shall also apply if the Contractor fulfills an order without reservation while aware of conditions of the Customer conflicting with or differing from these T&C-WM.

3. Any individual agreements made in individual cases (including ancillary agreements, additions and amendments) shall in all cases take precedence over these T&C-WM. The content of such agreements shall be as set out in a written contract or a written confirmation by the Contractor. Unless otherwise provided in these T&C-WM, any legally relevant declarations and notices to be issued after conclusion of the contract (e.g. call for services, setting deadlines, termination) must be made in writing to be effective. If the Customer is a consumer within the meaning of Sect. 13 of the BGB [German Civil Code], a notice in text form (e.g. by email) shall be sufficient.

§ 2 Conclusion of contract

1. At the Customer's request, the Contractor shall make an offer to the Customer. The Waste Management Contract shall be entered into on signing of the written order by the Parties. The terms stated in the written order shall apply.

2. Any offers shall be non-binding unless otherwise provided in the offer.

§ 3 Services by the Contractor

1. Within the scope of the agreed order, the Contractor shall undertake all services in the area of waste management, e.g. providing containers, exchanging and/or decanting the containers provided, proper and lawful recycling and/or the safe disposal of waste according to the principles of waste disposal compatible with the public good, including transporting, processing, storing and depositing waste according to applicable provisions of legislation on the circular economy and of waste legislation, associated sub-legal rules and state waste legislation.

2. The Contractor's disposal obligation under public law, in particular any existing return or service obligation, separation and documentation requirements under the Commercial Waste Ordinance and any obligation to provide evidence, shall remain unaffected by the order. Public-law charges from the Contractor's state-specific and/or municipal service obligations shall also remain unaffected. Any measures taken by the Contractor (e.g. pursuant to an amendment to statutory provisions occurring after the conclusion of the contract) in addition to the waste management proper (e.g. testing, analysis, other kinds of recycling) will only be taken in order to fulfil the Contractor's legal obligations and must be remunerated separately by the Customer.

3. Any associated records of performance such as weighing slips, removal orders, consignment notes, delivery notes, etc. shall remain with the Contractor. The Customer shall be allowed to inspect the records of performance on reasonable request. Unless otherwise agreed, the Contractor shall not be entitled to demand the provision of a waste balance free of charge. Records shall be kept electronically in accordance with the Records Ordinance. If necessary, the Contractor shall enable the Customer to keep electronic records according to a separate agreement on participating in ALBA'signer, the electronic waste record-keeping system of the ALBA companies (albasigner.de).

4. The Contractor shall be entitled to have the services to be provided by it carried out, in whole or in part, by a suitable subcontractor. References to the Contractor in these T&C-WM shall apply to such third party to the appropriate extent.

5. The Contractor shall be entitled, without the separate consent of the Customer, to transfer the applicable Waste Management Contract to a subsidiary or associated company of ALBA Europe Holding plc & Co. KG where such company is a certified waste management company. The Contractor shall also be entitled to assign its claims arising from the business relationship to third parties.

6. The Contractor's disposal obligation shall refer only to waste of the agreed composition. If the waste conforms to the agreed composition, the Contractor shall fulfil the Contractor's statutory disposal obligations on behalf of the Customer. If the composition of the waste differs from the contents of the relevant declaration and/or the agreed composition, the Contractor shall be entitled to refuse acceptance and disposal of such waste. If the waste is already in the possession of the Contractor, the Contractor may, at its discretion, (i) return the waste to the Customer and claim lost earnings or (ii) consign the waste to due recycling and/or disposal, the additional costs being reimbursed by the Customer. Legal responsibility for the waste to be recycled and/or disposed of shall remain with the Customer in all cases. Any further rights of the Contractor, e.g. to damages, shall remain unaffected.

7. The Contractor shall be entitled to provide containers of such different size as is available and to replace the containers if appropriate.

§ 4 Obligations of the Customer

1. The Customer must meet all the requirements for the lawful and proper provision of the contractually agreed services of the Contractor.

2. Containers may be filled only with the waste agreed in each case. The Customer shall ensure the pre-sorting of the waste in accordance with the agreed fractions of waste. The Contractor may check whether the waste provided conforms to the agreed specifications and quantities in each case. This check shall be limited to externally visible defects and/or discrepancies. Minor discrepancies shall be disregarded; however, in no case may the waste contain components contrary to specifications that may corrode, damage or cause unusual soiling to waste bins, containers, presses or vehicles on account of their high acid content or for other reasons. Sect. 3 (6) of these T&C-WM shall remain unaffected.

3. The acceptance of waste shall be conditional on a valid declaration of acceptance by the Contractor. The Contractor shall not acquire ownership of the waste; however, the Customer irrevocably authorises the Contractor to sell the waste to a third party for its own account and to transfer ownership of the waste to a third party.

4. On request, the Customer shall confirm to the Contractor in writing that the agreed services have been duly provided, and the Customer shall give notice of any defects regarding the disposal within 48 hours of collection. The Customer agrees that, in the event that the vehicles used are fitted with a module for recording geodata, the relevant on-board computer logs shall be deemed evidence of collection. The Customer must provide proof of any services not provided or not properly carried out by the Contractor and of any breach of legal interests.

5. The Customer shall be required to enable the containers to be placed at the agreed site in such a way that they may be collected, exchanged or decanted by the Contractor within normal business hours without impeding,

mistaking or endangering any persons or material, using the required equipment and the shortest possible route. The Contractor must be notified in writing without undue delay of any damage or other alterations to its materials. The Customer shall be liable for any damage to containers and technical equipment caused by the Customer itself, its vicarious agents or any third parties for which the Customer is responsible. The Customer shall have liability insurance for such damage with sufficient coverage, evidence of which must be provided to the Contractor on request. If the installation of the container requires a special use permit, the Customer shall obtain such permit; the Customer shall also be responsible for complying with the safe-traffic obligation.

6. The Customer shall be required to notify the Contractor in writing without undue delay of any administrative orders likely to affect the conditions of the service to be provided by the Contractor.

7. The Customer shall bear the costs of any waiting times and empty journeys for which it is responsible.

8. If the Customer ceases trading or changes ownership, the Waste Management Contract may only be terminated by giving due notice of termination, observing the applicable notice period.

§ 5 Remuneration and adjustment of remuneration, adjustment of schedule

1. All agreed prices are in euros and do not include statutory value-added tax. Any special services not expressly agreed but required by statute or arranged by the Customer may be invoiced separately. For payments by direct debit, the Contractor shall issue a SEPA direct debit mandate to the Contractor. Pre-notification of direct debit shall be given no later than one day before the due date, and usually on the invoice to be paid. For payments on receipt of invoice, the amount invoiced by the Contractor shall be due for payment immediately on receipt of the invoice. In the event of default where there is more than one liability, all accounts receivable shall be due immediately.

2. Where the Customer provides the Contractor with an email address, the Customer consents to receiving an electronic invoice by email in PDF. The Customer may at any time object to receiving an electronic invoice or revoke its consent; any invoice will then be dispatched in hard copy by post.

3. If the services provided after a period of four months following conclusion of the contract increase the costs on which the calculation of the agreed remuneration is based, the Contractor may demand that the agreed remuneration be adjusted to the new conditions. Any increase in costs in this respect shall include increases in recycling and/or disposal expenses as a result of changes in jurisprudence, applicable laws or municipal charges. The Customer shall be notified of such adjustment in writing. The Customer may object to the demand for adjustment in writing within two weeks following its receipt. If the Customer fails to lodge an objection within that period, the price adjustment shall be deemed agreed as of the date stated in the price adjustment notice. In the event of an objection being lodged in due form within the specified period, the latest agreed price shall continue to apply. However, in the event of an objection, the Contractor shall be entitled, within a period of two months following receipt of the notice of objection, to extraordinary termination of the Waste Management Contract by giving a further month's notice.

4. Sect. 5 (3) of these T&C-WM shall also apply to one-off orders if the agreed service (e.g. collection) is only performed and invoiced at a later date (at least four months after the order was placed).

5. Sect. 5 (3) of these T&C-WM shall apply mutatis mutandis to adjustments to the collection schedule made by the Contractor.

6. The Customer shall only have a right to set-off or a right of retention if its counterclaim has been recognised by declaratory judgment, is not in dispute or has been recognised by the Contractor in writing. This limitation shall not apply if the counterclaim arises from the same contractual relationship as the original claim.

§ 6 Liability

1. The Contractor shall be liable without limitation:

- For any intentional or grossly negligent damage;
- In the event of an intentional or grossly negligent injury to life and limb or health; and
- For any claims under the Produkthaftungsgesetz [German Product Liability Act] or to the extent that the Contractor has fraudulently concealed a defect in an item or has issued an express guarantee for the quality of an item.

2. Otherwise, the Contractor shall be liable for simple negligence only in the event of a breach of essential contractual obligations and only to the extent of typically foreseeable damage. Essential contractual obligations are those contractual obligations the fulfilment of which is a prerequisite for the due performance of the contract and compliance with which is ordinarily and rightly expected by the other Party. The Parties agree that the typically foreseeable damage shall be no more than €5,000,000.00 in case of damage to property and no more than €250,000.00 in case of other financial losses.

3. The foregoing extent of liability shall also apply to the Contractor's liability for its legal representatives, assistants or vicarious agents. There shall be no grounds for any further liability.

§ 7 Term and termination

1. Unless the Parties have agreed a one-off order, the Waste Management Contract in each case is concluded for a period of two years beginning with the contractually agreed commencement of the service.

2. If the Customer is an Entrepreneur within the meaning of Sect. 14 of the BGB, the term of the contract shall be extended by another year each time unless it is terminated three months before its expiry.

3. If the Customer is a consumer within the meaning of Sect. 13 of the BGB, the Parties shall be entitled to terminate the Waste Management Contract by giving one month's notice before its regular expiry date. On expiry of the two-year period, the Contract shall be deemed to have been concluded indefinitely, subject to a notice period of one month.

4. Each Party shall have the right to termination without notice if the other Party repeatedly breaches the contractual obligations incumbent on it despite two written warnings.

§ 8 Consumers' right to cancel

1. If the Customer is a consumer within the meaning of Sect. 13 of the BGB, they shall have the following right to cancel:
Right to cancel

2. As a consumer, you have the right to cancel this Contract within fourteen days without giving reasons.

3. The 14-day cancellation period begins with the conclusion of the contract according to Sect. 2 of the T&C-WM.

4. To exercise your right to cancel, you must inform us (see footer for contact details) by means of an unambiguous notice (e.g. a letter sent by post, fax or email) of your decision to cancel this Contract. You may but need not use the attached sample cancellation form to that end.

5. It will be sufficient for meeting the cancellation peri-

od if you send your notice of exercising your right to cancel before the expiry of the cancellation period.

Consequences of cancellation

6. If you cancel this Contract, we must return all payments received from you including delivery costs (but excepting additional costs resulting from your choosing a delivery method other than the inexpensive standard delivery method offered by us) without undue delay and no later than within fourteen days beginning with the date on which your notice of cancelling this Contract was received by us. For this repayment, we shall use the same method of payment as used by you for the original transaction, unless expressly otherwise agreed with you; in no case will you be charged any fees for this repayment.

7. If you requested the waste management service to commence within the cancellation period, your right to cancel shall lapse on completion of the provision of the service. If you cancel before we have fulfilled our service obligation, you must pay an appropriate amount corresponding to those services, as a proportion of the total scope of the services provided for in the Contract, that have already provided by the time at which you inform us of your exercising your right to cancel this Contract.

8. Further, any services received must be returned no later than after 14 days.

§ 9 Force majeure, amendments to statutory provisions

1. In case of delays in performing the contract due to force majeure or a comparable event caused by circumstances outside the control of the Contractor, the Contractor shall be entitled to postpone performance of the contract by the duration of the disruption plus a reasonable lead time. This shall also apply if such events occur during a pre-existing delay. If the disruption lasts for long than four months, both the Customer and the Contractor shall be entitled to withdraw from the Contract with regard to such part of the Contract as has not been performed as a result of the disruption. The Contractor shall inform the Customer of the beginning and end of such disruptions as soon as possible. Cases of force majeure shall include but not be limited to industrial action, serious transport disruptions, e.g. by road blocks, operational disruptions without fault (e.g. due to bad weather) or administrative measures for which the Party in question is not responsible.

2. If, in case of scheduled collections, the collection day falls on a public holiday, the Contractor shall be entitled to carry out the collection within a reasonable period of time before or after the public holiday. If the special vehicle intended for the Customer's waste management order is unavailable due to unforeseen circumstances, the order shall be carried out at the earliest possible opportunity thereafter.

3. No claims for damages can be made in any of the cases stated in this Sect. 9 of the T&C-WM.

§ 10 Deterioration of the Customer's financial situation

1. If after conclusion of the contract the Contractor becomes aware of any facts calling into question the Customer's solvency, the Contractor shall be entitled, before carrying out the remainder of the order, to demand full settlement or an appropriate security and/or to withdraw from the contract after having set an appropriate period for full settlement or the provision of a security. Facts calling into question the Customer's solvency shall include but not be limited to permanent attachments or other enforcement measures and an application for insolvency proceedings to be opened in respect of the Customer's assets.

§ 11 Final provisions

1. If any provisions of these T&C-WM should be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

2. The Contractor shall be entitled, with good cause (in particular, changes to statutory provisions), to make changes to these T&C-WM and to notify the Customer of such changes in writing or by email. Any such changes shall be deemed agreed unless the Customer objects to the changed T&C-WM in writing or by email within six weeks of being notified thereof. The Customer shall be informed of this separately on being notified of any changes. In the event of an objection having been lodged in a timely manner, the original T&C-WM shall continue to apply.

3. This Contract is governed solely by the law of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The language of the Contract and of business is German. If the Customer is a merchant within the meaning of the HGB [German Commercial Code], an entrepreneur within the meaning of Sect. 14 of the BGB, a legal entity under public law, or a public special fund, the sole place of jurisdiction for all disputes arising from the preparation and performance of Contracts shall be the place of business of the Contractor. The Contractor shall also be entitled to bring legal actions at the place of business of the Customer.

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