

General Terms & Conditions



> The REMONDIS Group

REMONDIS Industrie Service:
General Terms & Conditions
Status as of February 2020

remondis-industrie-service.de

> These General Terms & Conditions are valid for

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> 1 Scope of Application

- (1) All contractual relationships between the Contractor and Customer shall be subject exclusively to these General Terms & Conditions.
- (2) Differing or contradictory conditions shall not apply unless they have been expressly agreed to by the Contractor.
- (3) The Customer shall be informed of any changes to these Terms & Conditions in writing (e.g. by letter or email). It shall be assumed that the Customer agrees to the changes if he does not object within 4 weeks following the announcement of the changes. Such objections must be sent to the Contractor in writing (e.g. by letter or email). The Contractor shall expressly point out this fact when announcing any changes.

> 2 Conclusion of Contract

- (1) All offers drawn up by the Contractor are non-binding and subject to change without notice unless there is an explicit clause in an offer stating that the offer is binding or an offer includes a specific acceptance deadline.
- (2) Contracts shall not become binding until they have been confirmed in writing (e.g. by letter or email) by the Contractor within two weeks. If there is no written order confirmation, then the Contract shall be considered concluded according to the conditions of the offer at the point when the waste is handed over.
- (3) The information provided by the Customer in the waste disposal certificate (Declaration of Responsibility) and any regulations issued by the authorities shall form the basis of the Contract and shall, therefore, constitute an integral part of this Contract.

> 3 Services provided by the Contractor

- (1) The Contractor shall be the only business to provide the Customer with the services described in the Service Agreement. Depending on the services agreed, the scope of services shall comprise:
 - (a) furnishing containers according to the type, size and number determined in the Contract
 - (b) exchanging, emptying and/or removing the provided containers at the site agreed on and transporting the waste to recycling/disposal plants
 - (c) recycling and/or disposing of the different kinds of waste stipulated in the Contract in a correct manner and in accordance with the law.
- (2) Collection and disposal shall be carried out – as far as possible – using a mobile electronic recording system. In this case, the Contractor is authorized to submit any necessary declarations and take all necessary steps to fulfil the obligations of the Customer as well as its own obligations. The Contractor shall not check the waste materials when they are collected. Invoices shall be based on the waste classification process carried out by the recycling/disposal plant.
- (3) In all other respects, any other measures taken by the Contractor – besides the actual waste management services (e.g. testing, analyses) – shall only be carried out in order for it to fulfil the legal obligations of the Customer.
- (4) The Contractor has the right to assign the contractual services to third parties.
- (5) If the type and/or manner of the services provided by the Contractor and agreed in the Contract are no longer permitted as a result of a change in legal regulations, then the Contractor shall be obliged to carry out the disposal of the waste in accordance with the amended regulations. Additional costs resulting from this shall be borne by the Customer. The Customer should also be aware of the fact that any of its sources of waste may be part of a specific industry sales packaging collection scheme.

> 4 Customer's Obligations

- (1) The Customer is responsible for ensuring that all necessary conditions have been satisfied so that the service can be provided in a correct manner and in accordance with the law.
- (2) Unless otherwise agreed, requests for non-regular services to be carried out must be made in writing (e.g. by letter or email).

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- (3) The Customer must declare its waste in a complete and correct manner. The containers are only be filled with the declared waste. The Contractor must be informed immediately of any changes in the composition of the waste.
- (4) Once the waste materials have been collected/accepted, they shall become the property of the Contractor at the point they reach the recycling plant or disposal plant. This shall not include hazardous waste or waste that does not correspond with the signed Declaration. The Contractor has the right to refuse to accept the latter or to dispose of such materials at the Customer's expense.
- (5) The obligations taken on by the Contractor do not, however, release the Customer from its legal responsibility.
- (6) If requested to do so, the Customer shall confirm that the Contractor carries out the services agreed on in the Contract in a proper manner. The Contractor must be informed of any complaints concerning the collection/disposal of the waste within 48 hours. If proof of correct disposal measures must also be provided, then the Customer shall provide proof using the forms provided by the Contractor or using the electronic record procedure for waste recovery and disposal. In order to do this, the Contractor shall enable the Customer to use the online data processing system REGISTA in accordance with the current terms and conditions of use. If the Customer fails to fulfil its obligation to provide proof – even through a representative – at the time of the disposal, then the Contractor is not obliged to carry out the disposal of the waste.
- (7) The Contractor must be informed in writing (e.g. by letter or email) at least four weeks in advance of any operational changes that may affect the collection of the waste. The Contractor must be informed in writing (e.g. by letter or email) immediately of any official orders that may have an effect on the contractual service. If the Customer fails to fulfil its duty of notification, then it shall be liable to pay any and all costs and expenses incurred as a result of this.
- (8) The waste collection periods agreed are binding. Downtime and waiting time that are not caused by the Contractor as well as wasted journeys shall be charged for and will be invoiced according to the hourly rates charged for the service ordered.

> 5 Furnishing of Waste Containers

- (1) The Contractor shall provide the Customer with the containers required to collect the waste on a rental basis for the agreed period of time.
- (2) The Customer agrees and acknowledges to treat the rented containers with the proper care and attention and to follow the manufacturer's instructions for use, in particular regarding maximum filling levels and weight limits. Any damage or additional costs (e.g. for reloading, transport, analyses) caused as a result of the containers being incorrectly filled shall be paid separately by the Customer. The Customer shall be responsible for any damage to the rented containers that is not caused by normal wear and tear, for the loss of the containers or if the containers are in an excessively dirty condition during the rental period unless the damage to or loss of the containers is the fault of the Contractor. The Contractor must be informed in writing (e.g. by letter or email) if its containers have been damaged or altered in any way.
- (3) Moreover, the Customer shall be responsible for selecting the site where the containers are to be placed – in particular for selecting a site with a hardstanding – and for guaranteeing that the containers are easily accessible for collection. The containers may not be moved to a different location without the approval of the Contractor.
- (4) The Customer shall be responsible for fulfilling all road safety obligations regarding the containers. It is the responsibility of the Customer to obtain – at its own expense – any necessary permits to use public roads before the containers are provided. The Customer alone is liable if the relevant safety precautions for the containers are not undertaken or if the necessary permits have not been obtained. The Customer shall, therefore, indemnify the Contractor against any third-party claims regarding this matter.

> 6 Prices and Terms of Payment

- (1) Unless otherwise regulated, the prices charged shall be the prices valid on the day the service is provided. They merely cover the services provided by the Contractor that are listed in the Contract. Additional or special services which are not covered by the Contract, services listed as a contingency item in the schedule of services, and the cost of services provided by third parties shall be invoiced separately if they are initiated by the Customer or are prescribed by law.

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- (2) If a service is invoiced according to weight, then the weight invoiced shall be the weight determined by the calibrated weighing equipment operated by the Contractor or a subcontractor. The Customer shall not be entitled to lodge a complaint if the weights calculated by the weighing equipment deviate within the standard tolerance levels. If the net weight determined is below the minimum load, then the Contractor shall have the right to charge a flat-rate fee irrespective of the actual weight. This shall also apply if the weighing equipment is shown to have calculated an incorrect weight.
- (3) The Contractor has the right to charge the basic fee for the containers agreed in advance in the first month of the billing period.
- (4) Prices quoted do not include VAT. Should the necessary conditions be satisfied, then billing shall be carried out according to the reverse charge mechanism. Should the principles governing transactions treated as an exchange (tauschähnliche Umsätze) apply to the contractual relationship or should a transaction be classified as taxable in terms of VAT at a later date, then the Customer shall cooperate as necessary to ensure that this is settled and accounted for (e.g. invoicing) in the correct manner, even after the contractual relationship has come to an end. Having been provided with proof, the Customer shall reimburse the Contractor any subsequent increase in VAT or decrease in input tax charged.
- (5) Invoices may be sent to the Customer by post, fax or email or, if agreed on, made available for download via our Customer Portal. Unless otherwise agreed, invoice amounts are payable in full immediately without any deductions.
- (6) If direct debit is the selected method of payment, then the SEPA direct debit system shall be used. The Contractor shall give the Customer reasonable notice before taking direct debit payment.
- (7) If the parties agree to use the credit note procedure, then the deliveries/services shall be settled based on the delivery note/proof of service rendered. The recipient of the credit note shall receive a credit note covering the recorded deliveries/services from the issuer by the end of the following month. This shall list the deliveries/services according to type and amount, net price, rate of VAT and amount of VAT for each delivery note/proof of service rendered as well as the total sum. The agreement to use credit notes can be terminated by either party observing a notice period of 6 weeks to the end of a month. If the recipient of the credit note disagrees with one or several of the credit notes issued or should some other action taken by the recipient of the credit note result in the issuer of the credit note no longer being able to deduct input tax as per the 'UStG' [German Value Added Tax Act], then the recipient of the credit note shall compensate the issuer of the credit note for any losses resulting from this. The recipient of the credit note must inform the issuer of the credit note of any changes to its VAT obligations immediately. The issuer of the credit note shall, at its request, be reimbursed any unduly paid amounts or shall offset these amounts against existing claims.
- (8) In the case of delayed payment, the Contractor has the right to discontinue the provision of its services 10 working days after the receipt of the second payment reminder and to collect its containers. The Contractor shall invoice the Customer for returning the collected containers to the Customer, the amount of which shall cover the costs incurred; the minimum amount here, however, shall be €50 plus VAT for each location/procedure.

> 7 Price Adjustments

- (1) If the costs used to calculate prices – in particular wages and non-wage labour costs, energy costs, taxes, public charges, the relevant raw material price indices and the cost of services provided by third parties (e.g. waste disposal/recycling facilities) – change for continuous contractual obligations or for services that are to be provided for the first time 4 months after the conclusion of the Contract, then the Contractor has the right to adjust the Contract to take the new conditions into account.
- (2) Should, during the contractual term, additional costs be incurred due to amendments to statutory regulations, official requirements and/or fees and other charges, then the Contractor has – having provided proof of such increases – the right to demand that the conditions be amended accordingly to account for the cost increases from the point that such amendments come into force.
- (3) The Customer must be informed of such adjustments and an explanation must be given to him for the reasons behind said adjustments. Should a price adjustment carried out in accordance with Paragraphs 1 & 2 amount to an increase in costs of more than 10% of the price agreed, then the Customer has the right to terminate the Contract by observing a notice period of 4 weeks to the end of a quarter.

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> 8 Liability

- (1) The Contractor shall be fully liable for damage resulting in loss in life, personal injury or physical harm which is caused by a breach of contract and involves wilful intent, gross negligence or malice. The Contractor shall not be liable for other damage caused by ordinary negligence unless such damage is the result of a breach of obligations and the fulfilment of the breached obligations is of particular importance to achieving the purpose of the Contract and which the Customer can expect to be carried out on a regular basis. In such a case, liability shall be restricted to foreseeable direct average damages according to the type of service provided that are typical for such a Contract. This shall also apply to representatives and agents. As far as allowed by law, the Contractor shall not be liable for indirect damage or consequential damage.
- (2) The Customer shall be liable to the Contractor for the accuracy of the information it gives. The Customer shall reimburse the Contractor all additional costs that arise as a result of inaccurate data. Moreover, the Customer shall be liable to the Contractor for all damages caused by the Customer or its personnel as a result of breaching a contractual obligation and, if required, shall indemnify the Contractor against any third-party claims resulting from this.

> 9 Assignment, Offsetting, Right of Retention

- (1) The Customer shall only have the right to assign its claims – either fully or partially – against the Contractor if prior approval has been given by the Contractor.
- (2) The Customer may only set off the Contractor's claims with a counterclaim, if the counterclaim of the Customer is deemed to be undisputable or has been adjudicated or is closely related to the Contractor's claim. The Customer is only authorised to exercise a right of retention if its counterclaim is based on the same contractual relationship.

> 10 Term of Agreement & Termination

- (1) Unless otherwise agreed, the Contract shall be valid for a period of 2 years. It shall automatically be extended for a further year at a time, unless it is terminated in accordance with the 3-month notice period.
- (2) The right of both contractual parties to terminate the Contract without notice for good cause remains unaffected by this. Good cause is in particular
 - if the Customer is insolvent or bankruptcy proceedings are initiated for its assets or such proceedings are rejected due to a lack of assets in accordance with Section 26 „InsO“ (German Federal Insolvency Law)
 - if commercial credit insurance can no longer be taken out for the Customer
 - if a party is found to be in serious or repeated breach of its fundamental contractual obligations.
- (3) Notice of termination must be given in writing (e.g. by letter or email).

> 11 Force Majeure

The obligation of the Contractor to perform the services agreed ceases if it is impossible for the Contractor to render the performance owed or if it becomes significantly more difficult for him to do due to circumstances beyond his control (e.g. acts of God or other circumstances such as strikes, lock-outs or governmental actions).

> 12 Data Privacy Protection

Personal data collected in connection with the Contract shall be acquired, stored, processed and used in accordance with applicable data protection regulations as well as in accordance with the data protection principles of REMONDIS SE & Co. KG. These data protection principles can be viewed at <https://www.remondis.de/download-datenschutz/>.

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> 13 Final Provisions

- (1) Unless otherwise agreed, any changes or additions to the Contract must be made in writing (e.g. by letter or email) for them to become effective.
- (2) Should one or several provisions of these General Terms & Conditions be or become null and void or unenforceable, then the remaining provisions shall continue in full force and effect. Both contractual parties acknowledge and agree to replace any provisions which are null and void or unenforceable immediately with provisions that shall reflect as closely as possible the intention of the invalid provisions. The same shall apply in the case of a gap in the contract.
- (3) Legal relations existing in connection with this contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. As far as allowed by law, the place of jurisdiction shall be the place of business of the Contractor. There shall be no recourse to a Consumer Arbitration Board to settle a dispute.

THESE GENERAL TERMS & CONDITIONS ARE ISSUED IN GERMAN AND ENGLISH. IN CASES OF DOUBT, THE GERMAN WORDING SHALL PREVAIL.