

GENERAL TERMS AND CONDITIONS for Customers



The easiest way to get rid of waste.

of www.wastebox.biz
(Wastebox.biz Customer GTC)

1. Legal Notice, Contact Data

- 1.1.** Media owner: pink robin gmbh, hereinafter referred to as "Wastebox Operator" for short.
Hans-Roth-Straße 1
8073 Feldkirchen bei Graz
T +43 (0) 59 800 3000
E support@wastebox.biz
Legal form: private limited company
Commercial register number: 216239z
Registrar of companies: Graz Regional Court for Civil Law Matters
VAT ID: ATU 53080204
- 1.2.** Line of business: service provider für the provision of digitised waste management and associated commercial activities.
- 1.3.** Chamber membership: Economic Chamber of Styria; professional groups forwarding of goods, disposal and resource management, commercial and personal service providers, engineering offices, trade and construction. Professional law: Waste Management Act, Trade Regulation Act: www.ris.bka.gv.at
Regulatory authority/trade authority: Office of the State Government of Styria; District Commission for Graz-Umgebung
- 1.4.** Send information, details and complaints to:
support@wastebox.biz; phone: +43 (0) 59 800 3000

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2. Scope, Terms, General Provisions

- 2.1.** These General Terms and Conditions ("Wastebox GTC") apply to all contracts concluded via www.wastebox.biz. ("Wastebox.biz online portal") or the Wastebox app between the Wastebox Operator and customers with place of residence/principal office/habitual residence in Austria.
- 2.2.** Unless otherwise expressly agreed in writing, the Wastebox.biz Customer GTC shall also be valid for all future Wastebox.biz business relations, in particular also for additional/supplementary orders placed in oral form even if they are not referenced expressly.
- 2.3.** The contracting partners undertake to impose all rights and obligations resulting from this contract on their respective singular and universal legal successors.
- 2.4.** Ancillary agreements, additions or amendments to these Wastebox.biz Customer GTC shall require the written form.
- 2.5.** The inclusion of general terms and conditions of the customer which differ from these Wastebox.biz Customer GTC is herewith expressly excluded unless these are accepted by the Wastebox Operator in writing. In this sense, contract performance acts by the Wastebox

Operator or his partner in particular shall not be deemed an approval of the customer's general terms and conditions either.

- 2.6.** Should individual provisions of these Wastebox.biz Customer GTC be wholly or partly invalid due to mandatory statutory provisions, the remaining provisions shall remain valid unchanged.
- 2.7.** All terms and definitions used in these Wastebox.biz Customer GTC comply with the relevant Austrian laws as amended from time to time, in particular the last valid version of the Waste Management Act.
- 2.8.** The contractual language is German.
- 2.9.** Terms:
- a) Wastebox online portal: Wastebox online portal (portal.wastebox.biz) and Wastebox app
 - b) Waste container: containers, such as: Wastebox waste skip which is made available as a transport container for the disposal service via the Wastebox online portal.
 - c) Wastebox waste skip: waste skip which is made available as transport container for the disposal service via the Wastebox online portal and is marked with a Wastebox QR code.
 - d) Wastebox-Container (24m³, 31m³): container which is made available as transport container for the disposal service via the Wastebox online portal and is marked with a Wastebox QR code.
 - e) Wastebox QR code: badge with a QR code and a unique identification number which identifies the waste container and is machine-readable.
 - f) (Disposal) service: delivery, pick-up of the waste container and environmentally compatible recycling or disposal of the waste.
 - g) Partner: a disposal service provider commissioned by the Wastebox Operator who accepts a sub-contract for the disposal service via the Wastebox online portal and/or the Wastebox app.
 - h) Purchase order or order proposal: offer of the customer to the Wastebox Operator for having an empty waste container delivered to a specific location or having a waste container picked up or swapped (full container swapped for empty container).
 - i) Business hours: are the hours between 8:00 a.m. - 5:00 p.m. on workdays in Austria.
 - j) Metropolitan areas: are the cities of Vienna, Graz, Linz, Innsbruck, Klagenfurt, Villach, Salzburg and their environs (for example, Graz and Graz-Umgebung).

3. Conclusion of Contract

3.1. Service Presentation on Wastebox Online Portal and Wastebox App

The presentation of services on the Wastebox online portal or the Wastebox app is no offer in the legal sense. It is a

request to potential customers to submit an offer themselves. The customer's purchase order is the offer. A contract is only concluded upon acceptance by us (see Conclusion of Contract 3.3.).

3.2. Ordering Process

A purchase order can only be placed when all obligatory fields marked "*" in the order form have been completed. Before final acceptance of a purchase order, the data relevant for the purchase order are summarised in an "order overview". The customer is free to check his data in the purchase order overview once more and to correct them, if necessary, before sending his order to the Wastebox Operator by clicking the button "Order Wastebox". The customer makes a binding offer by clicking the button "Order Wastebox".

As soon as the ordering process has been completed, the customer will be informed about the receipt of the purchase order by the Wastebox Operator. This does not imply acceptance of the offer for our part yet.

3.3. Order Confirmation, Conclusion of Contract

Via the Wastebox app, the customer will receive a push message as soon as the purchase order was accepted by the Wastebox Operator or a partner. When this push message about acceptance of the purchase order is sent, the contract with the Wastebox Operator is concluded. The customer may look at the purchase orders placed by him and the acceptance confirmations for them. Upon receipt of the purchase order, the Wastebox Operator will send the delivery slip for the purchase order to the e-mail address provided by the customer when the customer selected delivery of the delivery slip in his registration profile. At any rate, the customer may look through his delivery slip in the Wastebox online portal at any time.

3.4. Contract Storage

The text of the contract (purchase order) will be stored by the Wastebox Operator and can be retrieved by entering the access data received by the customer in the course of registration by e-mail on the Wastebox online portal.

4. Information about the Right of Cancellation

4.1. Cancellation of Purchase Order by Customer Who is a Businessman

Customers have the right to cancel their purchase orders without having to give reasons for that, and that until at least one hour before the fixed order date or, in the event of a purchase order "as soon as possible", until 10 minutes after the order confirmation has been sent at the latest. A purchase order can be cancelled by phone by calling 059800 3000.

4.2. Cancellation of the Wastebox Operator Towards a Customer Who is a Businessman

The Wastebox Operator may cancel acceptance of a purchase order (conclusion of contract) without giving reasons within 2 hours after the order confirmation was sent, and will inform the customer about that by e-mail to the e-mail address provided during registration or by phone.

4.3. Cancellation of a Purchase Order by a Customer Who is a Consumer

4.3.1. Customers have the right to cancel this contract without having to give reasons within fourteen days. The cancellation term is fourteen days from the date of contract conclusion. In order to exercise the right to cancel, the customer has to inform the Wastebox Operator by way of an unambiguous statement by e-mail to office@wastebox.biz about his decision to cancel this contract. In order to comply with the cancellation period, it suffices for the customer to send the message stating that he asserts his cancellation right before the end of this cancellation period.

4.3.2. Consequences of cancellation

When a contract is cancelled, the Wastebox Operator has to pay back all payments received by the Wastebox Operator from the customer, including delivery costs, to the customer without delay and within fourteen days from the day on which the notification about the cancellation of this contract was received by pink robin gmbh at the latest. For this repayment, the same payment method will be used as the one used by the customer for the original transaction unless something different has expressly been agreed on with the customer; under no circumstances, the customer will be charged any fees because of this repayment. The Wastebox Operator may refuse to make the repayment until the waste container that was made available has been returned to him.

When the customer has requested that the service has to be started during the cancellation period, the customer has to pay the Wastebox Operator a reasonable amount that equals the share of the services already performed until the time when the customer informed the Wastebox Operator about the use of his cancellation right regarding this contract in comparison with the complete scope of the service provided for in the contract.

Forfeiture of Right of Cancellation

There shall be no right of cancellation if the Wastebox Operator has fully performed the service and has started performance of the service only after the customer has given his express consent to that and, at the same time, has confirmed being aware of the fact that he will forfeit his right of cancellation when the contract has been performed in full.

5. Prices

5.1. Prices for the set-up of an empty waste container are always total prices and comprise only the mere set-up service. Either total prices or unit prices apply to the disposal of waste containers. Total prices for disposal comprise pick-up of the waste containers under ordinary conditions (no difficulties with access/set-up) as well as disposal of the waste indicated by the customer. Additional services (EDM fee, weighing fee) and the rental fee for the waste container will be charged in addition. The service ordered will be invoiced depending on the type of waste container ordered, either as a total price (lump-sum fee) or on an individual basis as the sum total of a transport fee, a fee depending on the weight of the waste fraction and the additional services, the EDM fee and the weighing fee. These unit prices and total prices may also vary depending on the postal code and can be checked by the customer on the Wastebox online portal at any time.

5.2. All prices are exclusive of all taxes, but inclusive of the ALSAG charge.

5.3. Any fees for the obtaining of the permit for the use of public land have to be paid by the customer directly to the authority.

5.4. In the event of an unusual soiling of the Wastebox waste skip, the customer has to pay a cleaning lump-sum fee in the amount of € 50.00.

5.5. Errors in pricing excepted. When the correct price is higher, the customer will be contacted.

6. Payment

6.1. Invoicing will be done for each customer optionally either directly after performance of the service based on the delivery slips and weighing slips or afterwards on a

monthly basis. Invoices become payable net cash within 30 days after the invoice date.

- 6.2. The customer grants his revocable consent to being sent the invoices in the electronic formats .doc, .rtf, .pdf or .xml by e-mail, as e-mail attachments or web downloads to the communication data provided by the customer (e-mail address). The customer as the recipient of invoices has to make sure that electronic invoices can be delivered properly and that technical facilities such as filter programmes and firewalls are adapted accordingly. The customer has to update changes in his communication data in his profile setting on the Wastebox online portal without delay. Invoices sent to the customer to the communication addresses provided by the customer at the time when the purchase order was placed shall be deemed received by him.
- 6.3. The following types of payment will be accepted: payment on invoice and payment by credit card (Visa, Mastercard).
- 6.4. In the event of a delay in payment, the Wastebox Operator has the right to charge 12% default interest p.a. on a pro-rata basis from the due date onwards.
- 6.5. When there are reasonable doubts regarding financial solvency or credit worthiness, in particular in the event of extended payment terms, requests for payment by instalments or deferment of payment, refusal to pay based on unreasonable arguments, debt recovery by means of legal action and execution, the Wastebox Operator has at any time the right to request, and even in derogation from the terms of payment agreed on in principle, advance payment, cash payment, cash on delivery or the provision of other securities, to cancel payment terms granted and to make outstanding payments payable without delay. If the customer refuses to pay in advance, etc., the Wastebox Operator has the right to cancel the contract, simply and without this substantiating any compensation claims on the part of the customer vis-à-vis the Wastebox Operator. In that case, the customer is obliged to fully reimburse the Wastebox Operator for the expenses that were actually incurred.
- 6.6. For credit checks and collection, application data, address data, payment history data regarding compliance with payment terms and payment history data regarding undisputed claims that remained unpaid after the due date will be passed on to CRIF GmbH, Diefenbachgasse 35, 1150 Vienna, for lawful use in the scope of its trade license pursuant to §§ 151 – 153, Austrian Trade Regulation Act 1994.

7. Delivery and Pick-up of the Waste Containers

- 7.1. Unless otherwise agreed, delivery will be made to the address specified by the customer.
- 7.2. The delivery and pick-up of a waste container are carried out - insofar as possible - at the delivery and/or pick-up date selected by the customer when placing the purchase order in each case, or, if the customer has selected "as soon as possible", always as soon as possible, but max. 4 hours after confirmation of order acceptance in metropolitan areas and 8 hours outside of metropolitan areas. These times are only valid within the business hours. Delivery and pick-up times are always non-binding - but exclusively in relationships with businessmen.
- 7.3. It is within the Wastebox Operator's discretion to carry out the delivery and/or pick-up himself or to have them carried out by a partner.
- 7.4. When delivery or pick-up or compliance with an agreed delivery/pick-up time is made impossible by circumstances for which the customer is responsible, in particular in the event that there is no permit for the set-up on public or third-party private land, the Wastebox Operator has the right to charge the costs for the empty run caused by the

customer and to retain them from the payment that was already made.

- 7.5. In the event of unusually long waiting and idle times caused by the customer in connection with the delivery or pick-up of the waste container, the Wastebox Operator has the right to charge a reasonable amount for the damage caused by the delay.

8. Set-up of the Waste Containers - Ensuring Traffic Safety

- 8.1. The set-up location for the Wastebox waste skip has to be specified by the customer, and the set-up conditions described on the Wastebox online portal have to be fulfilled for that. The set-up location must be accessible for vehicles with a total weight of over 7.5 tons. The set-up location must allow for a problem-free set-up and pick-up of the waste box. The set-up recommendations on our Wastebox online portal and statutory regulations have to be observed. If this is not guaranteed, the customer has to bear all extra costs incurred as a result of the delay or difficulty, and the Wastebox Operator reserves the right to cancel the contract, respectively.
- 8.2. The customer has to protect waste containers without cover from weather effects (rain, snow) and has to make sure that the usual storage duration for the respective waste fraction is not exceeded. Any recommendations in this connection on the Wastebox online portal have to be observed.
- 8.3. For the duration in which the waste container remains set up, the customer is responsible for the proper filling, **securing and lighting of the waste container**, in particular when roads or roadsides are used (**obligation to secure traffic**).
- 8.4. The customer is obliged to obtain the approval of the land owner before setting up the waste container, and when public land is used, the permit of the authority, at his own expense.
If there is no permit at the time of delivery of a Wastebox waste skip, the Wastebox Operator reserves the right to refuse delivery of it. The customer is obliged to pay the costs incurred due to an attempted delivery.
- 8.5. In the event of detrimental effects due to an unauthorised set-up on third-party or public land, or insufficient securing or lighting of the waste container (obligation to ensure traffic safety), the customer has to indemnify and hold harmless the Wastebox Operator.

9. Handing Over and Taking Over of the Waste - Disposal

- 9.1. The customer is obliged to dispose only of the type of waste indicated in the purchase order. The use of a waste container for other purposes than filling it with the waste fraction allowed for the waste container ordered is prohibited.
- 9.2. The waste fraction allowed for the respective waste container is indicated on the Wastebox online portal. The Wastebox Operator or partner will exclusively accept the waste offered. The acceptance of other types of waste is excluded. The wastes which have to be passed on to the municipality in charge or the waste management association in charge for legal reasons for the purpose of collection, removal and/or treatment (wastes misdirected by the customer) will be transported to the take-over point in charge in each case or the recycling depot (ASZ) in charge in each case by the Wastebox Operator or the partner on behalf and for account of the customer. Additional costs incurred as a result of that will be paid by the customer. Any statements/estimates made by employees of the Wastebox Operator or his partners concerning the classification of the waste, in particular ones made during the pick-up of the waste container, are non-binding advance estimates. The final classification of the waste into one of the waste groups indicated according

to Ö-Norm S 2100 and the Directive on the Classification of Hazardous Waste as amended from time to time will be carried out by the Wastebox Operator or the partner during emptying of the waste container and/or during handing over at the ASZ or the take-over point, and it shall be binding for the customer.

- 9.3. When other types of waste than the type of waste indicated in the purchase order or other types of waste than the ones approved for the respective waste container are handed over (see approved wastes in the Wastebox online portal), the customer has to pay the actual costs for the environmentally compatible disposal or recycling of the type of waste, in particular any disposal costs in the event of handing over at the recycling depot or take-over point.
- 9.4. The Wastebox Operator has the right to refuse pick-up and disposal of the waste container when it is obviously filled with the wrong waste fraction, and to charge the customer the costs for the attempted pick-up (call-out fee).
- 9.5. The Wastebox Operator reserves the right to have waste taken over by him or parts of that treated and/or recycled instead of disposed of.

10. Warranty

- 10.1. Warranty is excluded in the event of defects caused by the customer. This is in particular the case in the event of improper handling/use or improper set-up of the waste container by the customer or non-compliance with the obligation to secure traffic pursuant to Section 8.
- 10.2. Unless he is a consumer, the customer shall be obliged to inspect the waste container at once when taking over the goods and/or when they are delivered, and has to inform the Wastebox Operator in writing about any defects within 3 working days from acceptance and/or delivery, specifying the defect in detail, including photo, otherwise all warranty, damage and other claims of the customer shall be forfeited.
- 10.3. Complaints based on statutory warranty claims or other complaints may be asserted using the contact data given in the legal notice according to Section 1.

11. Damages

- 11.1. Damage claims of the customer against the Wastebox Operator are excluded unless the Wastebox Operator or the partner commissioned by him acted with intent or gross negligence. Claims for compensation shall fall under the statute of limitations at the end of one year within performance of the service by the Wastebox Operator at any rate.
- 11.2. The customer shall be liable for damage caused by loss or improper handling/use, in particular filling of the waste container with waste that is not allowed (wrong) or when

the admissible total weight of the waste container is exceeded, improper loading (e.g. parts protrude) or improper set-up or set-up in a way that was not agreed on of the waste container, in particular set-up in a way that was not agreed upon on public land. The customer shall indemnify and hold harmless the Wastebox Operator and the partner with regard to claims asserted against them.

- 11.3. In the event of an unusual soiling of the waste container, the customer has to pay the expenses for cleaning.
- 11.4. In the event of any delays in order execution or delayed pick-up, the Wastebox Operator assumes no liability whatsoever. The customer expressly declares his agreement to not asserting any damage claims in this connection against the Wastebox Operator.

12. Consent to Advertising, Data Privacy, Ratings

- 12.1. The customer gives his consent, which can be revoked at any time, to being informed about products, services and other company-related information by phone or via the sending of e-mails, in particular newsletters, by the Wastebox Operator. The customer may revoke his consent to the receipt of such e-mails or marketing calls at any time by sending a message to office@wastebox.biz.
- 12.2. As far as data privacy is concerned, the provisions of the data privacy statement that can be found on the Wastebox online portal apply.
- 12.3. Customers may enter a rating for the service ordered via the Wastebox online portal or the Wastebox app. A valid login with a user name is required for entering a rating. When a rating is entered, photos of the situation to be rated may be uploaded as well. When uploading a photo, the customer grants, himself or on behalf of the creator, the Wastebox Operator the exclusive and transferable right of use for the distribution, alteration, editing, publishing and/or making available of this photo without limitations regarding time and place and without a fee becoming due for that. The publication of photos with persons in them who have not demonstrably approved of such a publication is prohibited. Furthermore, the customer warrants that the uploaded photos are free from third-party rights, and shall indemnify and hold harmless the Wastebox Operator in this regard.

13. Applicable Law and Place of Jurisdiction

- 13.1. This contract is subject to Austrian substantial law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 13.2. Any and all disputes shall be settled by the court in Graz that has subject-matter jurisdiction.