

GENERAL TERMS AND CONDITIONS for PARTNERS



The easiest way to get rid of waste.

of www.wastebox.biz
(Wastebox.biz Partner 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

Version as of: 10/03/2017

2. Scope, Terms, General Provisions

- 2.1.** These General Terms and Conditions ("Wastebox.biz Partner GTC") apply to all orders placed via the online portal portal.wastebox.biz (Wastebox online portal or the Wastebox app). Contracts are concluded with the Wastebox Operator. Contracts will be performed by the Wastebox Operator or by a partner.
- 2.2.** Unless otherwise expressly agreed in writing, the Wastebox.biz Partner 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 or universal legal successors.
- 2.4.** Ancillary agreements, additions or amendments to these Wastebox.biz Partner GTC shall require the written form.
- 2.5.** The inclusion of general terms and conditions of the partner which differ from these Wastebox.biz Partner 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 in particular shall not be deemed an approval of the partner's general terms and conditions either.
- 2.6.** Should individual provisions of these Wastebox.biz-Partner 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 Partner 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 containers: containers, such as a Wastebox waste skip, wastebox container, which are made available as transport containers for the disposal service via the Wastebox online portal and are marked with a Wastebox QR code.
- c) Wastebox waste skips: waste containers which are made available as transport containers for the disposal service via the Wastebox online portal and are 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) Partner customer: customer of a partner who is in an ongoing business relationship with the partner, proof of which is furnished in the written form, and demonstrably uses the Wastebox online portal for the disposal services offered there based on a specific acquisition by a partner.
- i) 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).
- j) There is an ongoing business relationship in the event of a continued, regular, repeated and demonstrable performance of disposal services within one year.
- k) Business hours: Are the hours between 8:00 a.m. - 5:00 p.m. on workdays in Austria.
- l) Metropolitan areas: Are the cities of Vienna, Graz, Linz, Innsbruck, Klagenfurt, Villach, Salzburg and their environs (for example, Graz and Graz-Umgebung).

3. Object of the Order

- 3.1. Via the Wastebox online portal, the Wastebox Operator offers customer handling for disposal services, and that from order acceptance to invoicing. The Wastebox Operator commissions the partner to perform individual disposal services for these customers. The performing of the service either comprises the set-up and provisioning of waste containers and/or the disposal service which comprises the pick-up, the transportation and the environmentally compatible recycling or disposal of the waste.
- 3.2. The Wastebox Operator explicitly commissions the partner to recycle or dispose of all the waste handed over in an environmentally compatible manner pursuant to §15, AWG [Austrian Waste Management Act].
- 3.3. The partner undertakes to be ready to perform the service at the location selected by the customer at the fixed time, in the event of a purchase order "as soon as possible", without delay, but at least within 3-4 hours in metropolitan areas and within 8 hours outside of metropolitan areas, after acceptance of the purchase order, at the location selected by the customer. These times are only valid within the business hours.
- 3.4. The partner undertakes to account for the waste to be disposed of in the course of service provision according to the data of the delivery slip created and assigned, and to transport it and to hand it over to a party authorised to do that. Unless anything to the contrary is agreed, the waste shall be deemed taken over by the partner and shall be reported accordingly by the partner.
The partner undertakes to take over the waste from the Wastebox Operator and to announce the correct GLN when confirming each purchase order on the Wastebox online portal. This GLN that is reported will be used for the preparation of the annual waste summary report of the Wastebox Operator.
In that connection, the partner has to differentiate the 2 following case:
 1. When the material is delivered to a partner's own location, the location GLN has to be announced (type of movement: end of drop-shipping).
 2. When the partner himself drives to a third-party collecting and treating firm, the correct personal GLN has to be announced (type of movement: coupled drop-shipping).
- 3.5. In the scope of service provision, the partner may only accept and transport waste the disposal of which is offered via the Wastebox online portal. If other waste, in particular hazardous waste, is supplied for disposal, the service is not to be performed and the circumstances have to be reported including photo documentation via the Wastebox online portal without delay. Any waste of which disposal is not offered via the Wastebox online portal and is still accepted shall, be at the expense and the risk of the partner accepting it, except the wastebox operator can settle this with the customer. In general, the exception of mis-declarations and wastes, which were not apparent during the takeover, applies to this entire paragraph.
- 3.6. **Basic Requirement Concerning the Partner**
 - 3.6.1. The partner undertakes to fulfil accepted purchase orders in compliance with these contract terms and all applicable legal regulations. In particular, he shall fulfil the technical requirements necessary for the performing of the disposal service and also use the required and qualified staff.
 - 3.6.2. The partner has to make sure that he has all the necessary permits for the performance of the services offered and in particular is a licensed waste collection and/or treatment contractor as far as the waste handed over is concerned. The Wastebox Operator has to be notified without delay when necessary permits are revoked or are just in danger of being

revoked. When a permit is revoked, the partner shall not longer be authorised to perform the service.

- 3.6.3. The partner is obliged to announce a contact and a stand-in who always have to be available in the business hours.

3.7. Handling of Partner Customer Orders

- 3.7.1. Every partner may use the Wastebox online portal for handling disposal services with his customers, so-called partner customers. A purchase order placed by a partner customer on the Wastebox online portal will be offered to the respective partner on an exclusive basis for 20 minutes. Only after this time period has passed, this purchase order of the partner customer will also be sent to other partners to ensure fast service performance for the customer.
- 3.7.2. The partner customer who does not have the service performed by his original partner in this case is still deemed the partner customer of the original partner unless this customer demonstrably places his orders for disposal services with another partner outside of the Wastebox online portal. Naturally, the (original) partner may also re-integrate this partner customer into his direct service provision process (i.e. without using the Wastebox online portal) at any time as long as the customer agrees to that. All partners undertake to not directly entice away Wastebox customers, with the exception of their own partner customers.

4. Purchase Order and Order Acceptance

- 4.1. The purchase order or order of a customer or partner-customer is the offer.

4.2. Order Acceptance

Order acceptance (acceptance of the order/the purchase order) for the Wastebox Operator is carried out by a driver of a partner in the Wastebox app or an employee of the partner on the Wastebox online portal. As soon as an order has been accepted, it has to be fulfilled by the accepting partner at the time specified by the customer.

When "as soon as possible" orders are placed by a customer, the service has to be started at least within the next hour and the order has to be fulfilled within 3-4 hours in metropolitan areas and within 8 hours outside of metropolitan areas. These times are only valid within the business hours. In the event of an unscheduled delay not attributable to the partner's fault, the customer has to be informed directly by the partner. When the performance of an order is delayed several times, the Wastebox Operator reserves the right to transmit no purchase orders to the partner any more.

4.3. Postponement on Order Acceptance

The partner may postpone the date requested by the customer to another date when he accepts the order. Insofar as this new date is postponed by more than 2 hours into the future in the event that the customer requested delivery "as soon as possible" and by more than 60 minutes in the event of other dates requested, the partner may only make this change after having consulted the customer on the phone previously and with his consent. When another partner complies with the requested date in the meantime, however, the order will no longer be available.

4.4. Conclusion of Contract

A contract shall only be concluded upon acceptance of the purchase order by the Wastebox Operator or a partner. The acceptance of a purchase order represents the conclusion of a contract for this service by the partner at the same time.

4.5. Contract Storage

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

4.6. Obligation to Accept Orders

The partner consents to accept orders and to make available a share of his vehicles that are relevant for that purpose for Wastebox orders and to train his drivers in that regard, respectively, and to make smart phones/tablets (iOS or Android) available to them. An addition to this obligation is that at least one driver has to be logged on with the Wastebox app or one employee on the Wastebox online portal for at least 50% of the business hours of the partner. In addition, for at least 50% of the incoming orders (proposals) for the performance of which a driver is available in a radius of 10km from the order location with a suitable status (with empty waste container or without waste container), these orders should be accepted (unless these orders are accepted by other partners before) - provided that the partner's minimum profit margin is met.. The Wastebox Operator reserves the right to give preference on the portal to those partners for the pick-up of the Wastebox container who set it up as well and those who often handle set-up orders, respectively. The Wastebox Operator will check fulfilment of this obligation on the Wastebox online portal and may terminate the contract without delay in the event of non-compliance and after having reminded the partner once, setting an adequate period of grace.

4.7. Delay Penalty

In the event of a substantial delay of the service in the scope of more than 60 minutes from the fixed time or 120 minutes (plus the permitted 2 or 8 hours) from acceptance of an "as soon as possible" purchase order, and additionally to the failure to have informed the customer, the purchase order will again be offered to all partners via the Wastebox online portal. In addition, the Wastebox Operator reserves the right, in the event of such delays in which the customer and the Wastebox Operator were not informed, to charge the accepting partner a contract penalty regardless of culpability in the amount of 20% of the order amount concerned and/or to withhold that amount. In general, the Wastebox Operator reserves the right to terminate the contract with the partner without notice in the event of repeated delays.

5. Legal Consequences of the Cancellation of a Purchase Order

A customer is entitled to cancel his purchase order for a disposal service by calling the Wastebox customer service at 059 800 3000. This is only possible until up to 1 hour before the fixed order date or, in the event of an "as soon as possible" purchase order, up to max. 10 minutes after the push notification about the acceptance of the purchase order was sent. When a purchase order is cancelled, the partner who has accepted the purchase order will be informed about that via the Wastebox online portal or the Wastebox app or by e-mail without delay. Every partner shall bear any costs in connection with cancellation, such as call-out costs already incurred, himself. In the event of a short-term cancellation, the partner is entitled to charge 50% of the entry fee to the wastebox operator, provided he has already been on route.

6. Prices, Fees

- 6.1. The prices for the customer are fixed on the Wastebox online portal. For partner customers, customer-specific prices may be passed on by the respective partner to the Wastebox Operator or separately entered by him on the Wastebox online portal. In case of doubt and/or when none are fixed by a partner, the prices fixed by the Wastebox Operator shall apply.
- 6.2. For the performance of the disposal service, the partner shall receive 85% of the respective service fee (customer price) charged to the customer by the Wastebox Operator.
- 6.3. In an offer for the Wastebox Operator or on the Wastebox online portal, the partner indicates his minimum prices for

the respective services and will be offered only those orders where 85% of the customer price minus rental fee is not less than the indicated minimum price announced. The partner himself is responsible for the correct entry of the minimum prices.

- 6.4. In general, the price of the partner is always the service fee on the basis of 85% of the customer price for the respective purchase order, minus any applicable rental fees for a skip. In addition, the partner may charge 0,98 EUR per day as rental fee for his Wastebox waste skip that is made available as well as 2 EUR per day as a rental for its provided wastebox container. The rental fees shall be charged for the period during which the Wastebox waste container was actually in use at the customer's. Every partner will receive a detailed analysis of the current locations of the partners' skips/containers and the billable days via the Wastebox online portal.
- 6.5. All prices are exclusive of all taxes, but inclusive of the ALSAG charge.
- 6.6. In the event of an unusual soiling or damage of a Wastebox waste skip to be attributed to the handling or storage by the partner, the partner has to pay a cleaning cost lump-sum fee in the amount of at least € 50 insofar as the Wastebox Operator is able to show proof of this soiling by the partner based on documentation.
- 6.7. Partners are obliged to point out any price errors on the Wastebox online portal to the Wastebox Operator.

7. Types of Payment

- 7.1. The fees to which the partner is entitled for the disposal services will be settled with the partner by way of credit notes issued by the Wastebox Operator. Credit notes will be issued to the partner on a monthly basis for all services performed until then and reported by the partner (according to Section 2.4.) . The period of payment for the settlement of the credit note is 60 days.

8. Delivery and Pick-up of the Waste Containers

- 8.1. Unless otherwise agreed, delivery will be made to the address specified by the customer via the Wastebox app.
- 8.2. The delivery and pick-up of a Wastebox waste skip are carried out in each case on the delivery and/or pick-up date selected by the customer when placing the order and, when the customer requests "as soon as possible", as promptly as possible, but at most 3-4 hours after order acceptance in urban areas and 8 hours outside urban areas.
- 8.3. It is within the Wastebox Operator's discretion to carry out the delivery and/or pick-up himself or to have it carried out by a third party unless orders were accepted by a partner within 60 minutes after a customer's enquiry.
- 8.4. 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 partner has the right to charge the costs for the empty run caused by the customer insofar as this run was documented in the Wastebox.biz app with photo and comment.
- 8.5. In the event of unusually long waiting and idle times for which the customer is responsible during the delivery or pick-up of the Wastebox waste skip, the partner shall not have the right to charge him for that, but the Wastebox Operator will contact the customer via the rating of the transaction made in the Wastebox app in order to avoid that in the future. When there are unusually long waiting and idle times several times during the delivery or pick-up of the Wastebox waste skip, the partner may request the Wastebox Operator to solve this problem or terminate the contract without notice. At any rate, the partner is required to indicate the idle time in the Wastebox app in the comment when entering the rating and to document it there with a photo. Exceptions are cases where the

partner can not perform the order for various reasons. In this case, this has to be documented by the driver in the appropriate field ("not feasible") in the Wastebox app and is billed as an empty approach.

- 8.6. The partner has to provide the service with a sufficient quality. Among others, the service quality also comprises punctuality and friendliness. The customer may publish his rating of the service quality for each transaction with a rating in the Wastebox app. In the event of a bad rating (<3 stars out of 5 stars), the partner will take the necessary measures and in particular instruct the drivers concerned without delay. When a partner gets a 1-2-star rating more than 5 times, the Wastebox Operator reserves the right to terminate the contract without notice.
- 8.7. The partner has the right to use subcontractors who have all permits and fulfil all obligations according to the Wastebox Partner GTC and have the technical equipment and the staff necessary for the order handling of the Wastebox orders. In this event, the partner is obliged to impose the obligations of the Wastebox Partner GTC to the subcontractor and to ensure proper handling.

9. Provision of Waste Containers

- 9.1. The partner undertakes to make available the agreed number of Wastebox containers for Wastebox orders and to stick Wastebox QR codes on them, which will be made available by the Wastebox Operator free of charge. These waste containers must be clean and in good order and condition.
- 9.2. Wastebox orders may exclusively be carried out with waste containers with a Wastebox QR code sticker.
- 9.3. The partner agrees to transport the waste containers of other partners (third-party containers) in the scope of the Wastebox orders as well and to his waste containers being transported by other partners, respectively.
- 9.4. When the partner has parked one or several waste container(s) of other partners on one of his parking places in the context of Wastebox orders, he has to use these third-party containers in the event of Wastebox orders for new orders as far as possible.
- 9.5. When the partner who is always kept updated about the location of his Wastebox waste containers via the Wastebox online portal and wants to pick them up directly from the location of another partner, this has to be approved by the respective partner after advance notice given by phone.
- 9.6. If more than 3 third-party containers remain at a partner for more than 30 days, this has to be reported to support@wastebox.biz without delay. The Wastebox Operator will attempt to remedy this situation that is contrary to agreement ("deadlock").
- 9.7. Damaged skips/containers have to be reported to support@wastebox.biz without delay, indicating the skip/container ID. The development of the state of the skip is apparent from the photo documentation of the Wastebox.biz app, and the Wastebox Operator will try to sort out the damaging event.

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

- 10.1. The site where the Wastebox waste skip is to be set up has to be notified by the customer. When the customer indicates no location, the partner is obliged, however, to make sure that he sets up the Wastebox waste skip in no place where that is not allowed or where it is not safe. In case of doubt, it must not be set up, and a complaint has to be sent to the Wastebox Operator.
- 10.2. 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. If the partner finds any non-conformity here, he is obliged to document that with a photo and a comment using the Wastebox app.

10.3. In the event of detrimental effects due to an unauthorised set-up on third-party or public land decided upon by the partner (see 10.1.), the partner has to indemnify and hold harmless the Wastebox Operator.

11. Handing Over and Taking Over of the Waste/Disposal:

- 11.1. The waste fraction allowed for the respective waste container is indicated by the Wastebox app and the Wastebox online portal, respectively. The partner exclusively accepts the disposal of such wastes. The acceptance of other types of waste is excluded. With the exception of mis-declarations and waste, which were not apparent during the takeover.
- 11.2. The partner is obliged to dispose only of the type of waste indicated in the purchase order. If it is a different type of waste, but a type of waste basically offered in the Wastebox.biz online portal, the partner may only dispose of these wastes if the customer approves of that change of waste type and a possible price change by way of his signature in the Wastebox.biz app. The use of a waste container for other purposes than filling it with the waste fraction approved for the waste container ordered and/or generally in the Wastebox online portal is not allowed, and these must not be disposed of by the partner either. This fact has to be recorded during the ordering process and the rating with a comment and a photo in the Wastebox app.
- 11.3. 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, the customer has to pay the waste-specific, actual costs for the environmentally compatible disposal or recycling of the type of waste, and the partner will be paid this waste-specific price minus the portal fee. In this case, however, the minimum prices of the partner cannot be considered.

12. Customer Protection

- 12.1. The partner undertakes not to proactively or directly submit offers (outside the Wastebox online portal) to customers who place a purchase order via the Wastebox online portal insofar as he is aware of that (Replying to invitations of tender etc. issued by the customer are not affected). This customer protection obligation also comprises the handling of disposal services with other waste containers than the ones offered on the Wastebox online portal (if the type of waste is offered). The disposal services of partners for their partner customers are excepted from this customer protection clause.
- 12.2. Every partner undertakes to pay a contract penalty, not subject to the court's right to reduce or abate in the amount of € 30,000.00 in each case for every violation of this customer protection obligation. The assertion of further damages and claims of the Wastebox Operator for refraining from future actions contrary to the obligations shall remain unaffected thereof. This applies only to the duration of an upright contract and 6 months beyond.
- 12.3. This customer protection obligation does not apply to disposal orders for waste fractions which are excluded according to these Wastebox.biz Partner GTC, in particular hazardous waste. If a Wastebox customer initiates a tender or price inquiry on his own, naturally no partner is prohibited from replying to such inquiries.

13. Warranty and Damages

- 13.1. Unless otherwise agreed, the general statutory regulations shall apply.
- 13.2. If claims are asserted against the Wastebox Operator by third parties because of non-compliance with statutory regulations of a partner or because the partner does not have permissions, the partner agrees to fully indemnify and hold harmless the Wastebox Operator in that regard.

- 13.3. 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.
- 13.4. Damage claims of the partner against the Wastebox Claims for compensation shall fall under the statute of limitations at the end of one year within performance of the service at any rate.
- 13.5. The partner shall be liable for damage caused in the course of the disposal service as a result of loss or improper handling/use, in particular a disposal of non-authorized (incorrect) waste or because the maximum allowed total weight of the waste container was exceeded, or the waste container was not set up properly or in a way that was not agreed on, in particular set-up on public land free of charge not agreed upon. The partner shall indemnify and hold harmless the Wastebox Operator with regard to claims asserted against him. The partner may refuse an unauthorized set-up and/or disposal (e.g. comment in the Wastebox app regarding excessive weight) and send a complaint in that regard to the Wastebox Operator by e-mail. If the waste container is set up by the partner in the best consensus with the customer confirming that an authorization is given and the partner nevertheless receives a penalty, since no authorization is given, the partner receives the penalty from the wastebox operator.

14. Non-Disclosure

- 14.1. The contracting partners undertake to treat all facts that have become known in the scope of this contractual relationship and concern the Wastebox Operator, the partners or the customers and that are not publicly known as confidential.
- 14.2. The non-disclosure obligation also applies to the time after termination of this contractual relationship.
- 14.3. For every violation of this non-disclosure agreement, the partner and the Wastebox Operator undertake to pay a contract penalty regardless of damage and not subject to the court's right to reduce or abate in the amount of € 30,000.00 for each violation.
- 14.4. The Wastebox Operator and the partner have the right to claim damages in addition to that.

15. Consent to Advertising, Data Privacy, Ratings

- 15.1. The partner 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 partner may revoke his consent to the receipt of such e-mails or marketing calls at any time by sending a message to support@wastebox.biz.
- 15.2. As far as data privacy is concerned, the provisions of the data privacy statement that can be found on the Wastebox online portal apply. Furthermore, the partner undertakes to obtain the approval for the collection, processing and

transmission of necessary data to the Wastebox Operator from his drivers who perform the Wastebox services. The partners are also obliged to procure the consent of their partner customers to the collection, processing and transmission of the customer data necessary for the Wastebox service to the Wastebox Operator.

- 15.3. Partners 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 partner 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 partner warrants that the uploaded photos are free from third-party rights, and shall indemnify and hold harmless the Wastebox Operator in this regard.

16. Cancellation of the Use of the Wastebox Online Portal

- 16.1. Contracts based on these Wastebox Partner GTC may be terminated by each contracting party to the end of the month with a period of notice of one month. The transmission of the cancellation by e-mail is sufficient and shall be deemed received upon confirmation of receipt by the contracting partner.
- 16.2. Without prejudice to the provisions above, the contracting partners have the right to cancel the contract with immediate effect for good reasons acknowledged by the courts at any time, in particular when one of the following events occurs:
 - a. The partner or Wastebox Operator violates substantial obligations of this agreement.
 - b. Insolvency proceedings were initiated in connection with a contracting partner or an application in this respect was dismissed for lack of assets, and cancellation is not barred by mandatory legal reasons.
 - c. Substantial deterioration of the contracting partner's financial situation, in particular reasonable assumption of impending insolvency.
 - d. The licenses for the performance of the contractual services will be revoked for the partner or the Wastebox Operator.

17. Applicable Law and Place of Jurisdiction:

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