General Terms and Conditions for Customers

of ~~Wastebox Deutschland GmbH~~ Wastebox Deutschland GmbH

1. Scope of application, general terms and conditions

~~1.1.~~ These General Terms and Conditions (hereinafter referred to as "**Customer Terms and Conditions**") shall apply to all business relations between Wastebox ~~Deutschland GmbH, Hamburg (hereinafter referred to as "**Wastebox**") and customers using the "Wastebox.biz online portal" or~~ Deutschland GmbH, Hamburg (hereinafter referred to as "**Wastebox**" or "**Wastebox.biz**") and customers using the Wastebox app platform or placing orders with Wastebox in any other way. These GTC shall only apply if the customer is an entrepreneur pursuant to Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

~~1.2.~~ Unless otherwise expressly agreed ~~in writing, at least~~ in text form, these Customer GTC shall also apply as a framework agreement for similar future contracts between the parties without the need to refer to these Customer GTC again.

~~1.3.~~ General terms and conditions of the customer shall not apply if and to the extent that they deviate from or supplement these Customer T&Cs; this shall also apply if Wastebox does not expressly object to the validity of the customer's ~~general~~ terms and conditions. Anything to the contrary shall only apply if and insofar as Wastebox agrees in writing to the validity of the customer's General Terms and Conditions.

2. Definitions

~~2.1. Wastebox Platform: The Wastebox online portal at portal.wastebox.biz and/or the Wastebox App.~~

~~2.2.~~**2.1** "**Waste Container**~~: Container~~": Any transport container which is made available via the Wastebox Platform as a transport container for the service (e.g. Wastebox waste skip, Wastebox ~~waste skips,~~ containers)~~.2.3 Service: Disposal service that includes the delivery and collection of the waste container and the recycling or disposal of the waste.~~ and other construction site equipment (e.g. mobile WC).

~~2.4.Partner: A waste disposal service provider who performs the service as a subcontractor of Wastebox.~~

~~2.5.~~**2.2** "**Order**": The customer's offer to have an empty waste container set up and collected at a specific location or to have a full waste container exchanged for an empty waste container.

2.3 "Service": waste disposal service that includes the delivery and collection of the waste container and the recycling or disposal of the waste.

~~2.6.~~**2.4** "**Business hours**": Working days, Mon-Thu 7:30-16:30 and Fri 7:30- 14:0030. Christmas Eve, New Year's Eve, national public holidays and public holidays in Hamburg or at the place of business of the service provider count not

~~2.7 Metropolitan areas: areas of the cities of Hamburg, Kiel, Bremen, Hanover, Rostock, Braunschweig, the Ruhr area, Cologne, Düsseldorf, Bonn, Frankfurt, Wiesbaden, Mainz, Darmstadt, Offenbach, Hanau, Mannheim, Heidelberg, Saarbrücken, Stuttgart, Nuremberg, Munich, Berlin, Potsdam, Halle, Leipzig, Dresden, Magdeburg and Erfurt.~~ The times at which our services are provided may vary.

2.5 "Partner": A waste disposal service provider who performs the service as a subcontractor of Wastebox.

2.6 "Wastebox platform": The Wastebox online portal at https://portal-de.wastebox.biz/ and/or the Wastebox app.

2.8 In all other respects, the terms used in these Customer T&Cs have the following meaning

3.1 Use of the Wastebox Platform is only possible if the customer has previously registered ~~in writing on~~ the Wastebox Platform or via the Wastebox App ~~using the Wastebox master data sheet. Sending the completed master data sheet to Wastebox~~ Registration constitutes a binding offer of the customer to conclude these GTC as a framework ~~agreement~~ with Wastebox. The framework agreement is only concluded when Wastebox ~~sends~~ the customer personal access data ~~with~~ which ~~the customer~~ can ~~log in to~~ the Wastebox platform. The framework agreement shall apply to all future individual orders of the customer with Wastebox, but shall not yet establish any ~~obligation~~ on the part of Wastebox to execute individual orders.

3.2 This framework agreement may be supplemented with a determination of annual prices. These must be agreed with Wastebox at least in text form.

4. Individual orders, conclusion of contract, ordering process

4.1. The presentation of the services on of the Wastebox platform does not constitute an offer in the legal sense. The customer's order constitutes a binding offer. A contract for an ~~individual~~ order shall only be concluded after Wastebox has accepted the customer's offer (see clause 4.3.).

4.2. An order can only be ~~placed~~ on the Wastebox platform after the customer has logged in with their personal access data. In addition, all mandatory fields of the order form must be completed. Before the final submission of the order, the data entered by the customer and the services ordered by the customer will be checked.

services ordered summarised in

summarised in an "order overview". The customer can check his details there once again. Only by clicking the button "Order Wastebox" or "Save" does the customer send his order to Wastebox. Such an order represents an offer by the customer to conclude an individual order. Upon receipt of the order by Wastebox, the customer shall be notified immediately by e-mail. This does not yet constitute acceptance of the individual order.

4.3. The customer shall receive a (push) notification via the Wastebox app or the Wastebox platform or by e-mail as soon as the order has been accepted by Wastebox (contract confirmation). By sending this contract confirmation, the contract with Wastebox is concluded.

4.4. The contract language is German.

4.5. Contracts and delivery notes Individual orders and process-relevant documents are stored by Wastebox and can be retrieved by the customer in the Wastebox online portal platform.

5. Subcontractors, change of the contractual partner

5.1. Wastebox may have the service performed by subcontractors.

5.2. Wastebox has the right to transfer contracts concluded with the customer to another company at any time. Wastebox shall inform the customer about the new contractual partner in good time prior to the transfer of the contract. Wastebox reserves the right to transfer its rights and obligations from this contract in whole or in part to its legal successor or affiliated companies. In connection with such a transfer, any personal data within the meaning of Art. 4 No. 1 GDPR shall be transferred in order to enable the legal successor or the affiliated company to fulfil the contract. The customer will be informed of any planned transfer in text form.

6. Cancellation, contractual rights of withdrawal

6.1. The customer can cancel their order free of charge until it is accepted by Was teboxWastebox (see 4.3.) by clicking on "Cancel order" on the Wastebox app platform.

6.2. Customers have the right to cancel their order without stating reasons up to 1 working day before the specified delivery date of the waste container at the latest or, in the case of an "*As soon as possible*" order, up to 10 minutes after the order confirmation has been sent at the latest. Cancellation according to this regulation24 hours before the agreed delivery date free of charge via the Wastebox platform or the Wastebox app. Cancellation less than 24 hours before the agreed delivery date is only possible by telephone under this telephone number: +49 (0)40 / 182 33 42-0 and may incur costs.

6.3. Wastebox may cancel an individual order if no partner can be found who is able or willing to fulfil the order, although Wastebox has concluded framework agreements with several partners, in particular if an unforeseeable traffic situation (e.g. traffic jam due to an accident) makes it impossible to fulfil the order. traffic jam due to an accident) does not allow the waste containers to be delivered on time, the originally planned driver is unable to carry out the journey for unforeseen unforeseen reasons and also another driver of the partner, a technical defect occurs in a vehicle of the partner and/or the partner does not have a replacement vehicle available on the delivery date (non-availability of the service). The cancellation can only be declared within 2 hours after receipt of the contract confirmation by the customer (non-availability of the service). Wastebox shall immediately inform the customer about the non-availability and, if applicable, immediately reimburse any consideration already paid by the customer. Statutory rights of cancellation remain unaffected.

7. Description of services

The type and scope of the service ordered by the customer as well as the type and size of the waste container ordered can be found in the contract confirmation or the service description of the respective service on the Wastebox platform.

8. Prices

8.1 The prices valid for the customer in each case can be viewed on the Wastebox online portal. The prices are subject to the applicable statutory value added tax.

8.2 Any fixed annual prices shall apply until the end of February of the respective following year and can be adjusted for the following year - even before this date - as part of an annual discussion between the customer and Wastebox. If no agreement on the price adjustment can be reached, the prices shall automatically change on the basis of the consumer price index (CPI 2020) (October comparison in each case) for the respective following year. Wastebox as well as the customer shall be entitled to terminate the framework agreement with two weeks' notice to the last day of the month if no agreement is reached on a price adjustment.

8.28.3 The amount and type of the price (individual prices or "total price") of the total charge depends on the service ordered or the waste container ordered and results from the individual order accepted.

8.3. "Total prices" include the delivery, installation and collection of the waste containers (transport) under the conditions specified in 11. as well as the recycling of the waste specified by the customer. "Total prices" **do not** include the fee for the rental and the remuneration for possible additional services (8.5. to 8.7). Total prices" also depend on the type and weight of the waste. If the conditions under 11. are not met, additional expenses due to travelling or installation difficulties can be charged according to time spent at a corresponding hourly rate. The corresponding hourly rate results from the framework agreement concluded between the customer and Wastebox. Wastebox's claims for damages remain unaffected.

8.4. If individual prices are charged for services or waste containers, the price to be paid results from the sum of a transport fee for the delivery, installation and collection of the waste container (transport), a fee for the recycling depending on the type and weight of the waste, the rental fee and any additional services booked (8.5. to 8.7).

8.5. The fee for the rental of the waste containers is calculated per day both when individual prices are agreed and when a total price is agreed. Wastebox is entitled to the rental fee from the day after the installation of the waste container until the collection day specified by the customer within the business hours of Wastebox.

8.6. Additional services (e.g. weighing fee) are charged separately to the customer.

8.7.8.4 A processing fee of€€ 25 may be charged for the subsequent correction of customer data required for the invoice (e.g. company name).

9. Invoicing, due date, payment, default

9.1. Invoices shall be issued either after fulfilment of the service or monthly in arrears by the 15th of the following calendar month at the latest.

9.2. The invoice is due for payment net within 3014 days of the invoice date. Neither the dispatch nor the signing of the delivery note by the customer constitutes a due date requirement.

9.3. The invoice shall be made available to the customer by e-mail attachment (PDF, Word file or rich text format), as e-mail to the e-mail address provided by the customer on the Wastebox online portal platform or as Down- load in the download area on of the Wastebox online portal platform. If the customer's company name, address and/or e-mail address changes, the customer shall be obliged to update this data immediately in his profile on the Wastebox online portal platform. Invoices and reminders sent to an address or e-mail address of the customer which the customer has entered in his profile on the Wastebox online portal platform at the latest at the time of invoicing shall be deemed to have been received by the customer.

9.5 In the event of default of payment, Wastebox shall be entitled to charge 8% statutory default interest p.a. pursuant to § 288 BGB. The customer shall be entitled to prove that Wastebox has only incurred damage in the amount of the statutory default interest. § Section 288 para. 5 BGB and the assertion of other damages caused by default remain unaffected.

9.6 If Wastebox is obliged to advance performance, Wastebox may refuse the ordered service if it becomes recognisable after conclusion of the contract that Wastebox's claim to the remuneration is jeopardised by the customer's inability to pay. This shall not apply as soon as the remuneration is paid by the customer or security is provided for it. Wastebox may set the customer a reasonable deadline within which the customer has to pay the remuneration or provide security concurrently against the service. After unsuccessful expiry of the deadline, Wastebox may withdraw from the contract.

10. Prohibition of set-off

The customer may only offset undisputed or legally established claims against claims of Wastebox. The same shall apply to the customer's rights of retention.

11. Delivery and collection of the waste containers, performance time

11.1. The customer shall inform Wastebox of the desired installation site of the waste containers when placing the order. Unless otherwise agreed, the delivery shall be made to the customer address stored on the Wastebox portal platform upon conclusion of the contract.

11.2. Wastebox may provide partial services insofar as these are useful for the customer.

11.3. Delivery and collection times are non-binding for Wastebox. Wastebox shall endeavour to adhere to the delivery times. If it becomes apparent that delivery times will be exceeded, Wastebox shall inform the customer immediately at least in text form or by telecommunication.

11.4 The occurrence of a delay in performance by Wastebox shall be determined in accordance with the statutory provisions; in any case, however, a reminder by the customer shall be required.

11.5. Any expressly agreed performance periods shall be extended by the period in which the customer is in default of performance.

acceptance

default of acceptance under the respective contract and Wastebox was therefore unable to perform the delivery in whole or in part within the agreed time. If the customer is in default of acceptance or if the performance of Wastebox is delayed for other reasons for which the customer is responsible, Wastebox shall be entitled to claim damages including additional expenses. Statutory claims of Wastebox due to default of acceptance of the customer shall remain unaffected.

11.6. For the delivery and collection of a waste container, the customer shall be provided with a delivery note with time stamp and indication of the location of the delivery or collection note together with the invoice on the Wastebox online portal platform for download.

12. Requirements for the installation site, traffic safety obligationsTraffic safety obligations

12.1. The delivery of waste containers to the desired installation site is only possible if the following requirements for the installation site and any additional requirements described on the Wastebox online platform are met. It must be possible to set up and collect the waste containers without any problems or obstacles. The access to the installation site, the installation site and an open area within a radius of 15 metres around the waste container must be at ground level, solid, suitable for vehicles with a total weight of 18-40 tonnes and suitable for vehicles with a total weight of 18-40 tonnes.

suitable be suitable for vehicles weighing 18-40 tonnes,

a passage width of at least 3.5 m and a free height of at least 4 m. If the installation site specified by the customer does not meet the above-mentioned requirements and if the customer is responsible for this, Wastebox may withdraw from the contract according to the statutory provisions and/or demand compensation from the customer. Further statutory rights of Wastebox, e.g. in case of an exclusion of the obligation to perform due to impossibility, remain unaffected.

12.2. The customer must protect waste containers without cover against weather-related influences (rain, snow). The customer must ensure that the maximum storage period for the respective type of waste is not exceeded, which is specified in the service description of the respective service published on the Wastebox online portal platform.

12.3. In the period between delivery and collection of the waste containers, the customer is responsible for ensuring that neither persons nor property of third parties are damaged when filling the waste containers. In particular, the customer is responsible for adequately cordoning off the location of the waste container and, if necessary, for setting up warning lights (traffic safety obligations).

12.4. The customer is obliged to have obtained the consent of the property owner and/or the authorisation of the competent authority for the installation of the waste container on public areas and/or for driving on public areas at his own expense at the latest by the time of delivery of the waste container. Wastebox may make the delivery dependent on proof of such consent or authorisation.

13. Handover of the waste, disposal

13.1. The customer may only fill the waste container with the type of waste specified in the order.

13.2. The type of waste authorised for the respective waste container can be seen on the Wastebox online portal platform and results from the description of the respective service. Wastebox only has to take over the disposal of such waste whose disposal has also been ordered. Wastebox is authorised to refuse the collection and disposal of waste containers with waste other than that agreed. In such cases, Wastebox may demand reimbursement of at least the costs for the journey and empty journey from the customer. Legal claims of Wastebox remain unaffected.

13.3. If waste is taken over, only the partner collecting the waste becomes the waste owner. The customer remains the producer of the waste according to

The customer remains obliged to dispose of the waste alongside Wastebox.

13.4. Waste that must be handed over to the responsible municipality for recycling for legal reasons will be delivered by Wastebox to the responsible public waste disposal company. Any additional costs incurred as a result shall be borne by the customer.

13.5. The classification of the waste into one of the waste catalogue classes according to the Waste Catalogue Ordinance is only finally carried out by Wastebox when the waste container is emptied or when it is handed over to the disposal company. This categorisation is binding for the customer, provided that the categorisation corresponds to the objective legal situation.

13.6. If the customer fills the waste containers with waste that does not correspond to the type of waste specified in the order or that may not be filled into the booked waste container (""misthrow""), the customer shall pay the actual additional (disposal) costs of the environmentally sound disposal of the waste or an agreed flat-rate surcharge.

13.7. Wastebox may, at its discretion, recycle waste or, insofar as legally permissible, dispose of it.

14. Obligation to report defects in waste containers

If there is a defect on the waste container or if such a defect becomes apparent during the term of the contract or if a measure becomes necessary to protect the waste container against an unforeseen danger, the customer shall immediately notify Wastebox in text form, describing the defect. The customer shall also send Wastebox a photo of the defect.

15. Compensation for damages

~~15.1. Wastebox shall be liable without limitation within the scope of fault-based liability in case of intent or gross negligence, for damages due to injury to life, body and/or health, in accordance with the provisions of the Product Liability Act and/or to the extent of a guarantee assumed by Wastebox, if applicable~~15**.1** The contractual and non-contractual liability of Wastebox shall be limited to intent and gross negligence, unless it is a matter of the violation of a material contractual obligation (cardinal obligations) or injury to life, body or health.

15.2. Subject to a milder standard of liability according to statutory provisions (e.g. care in one's own affairs), Wastebox's liability in the event of a slightly negligent breach of a material contractual obligation shall be limited to foreseeable, typically occurring damages, however, to a maximum of the amount of the remuneration paid by the customer to Wastebox in the last twelve (12) months prior to the occurrence of the damage. Material ~~contractual~~ obligations are those ~~contractual obligations~~ whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer regularly relies and may rely.

~~15.3. Otherwise, Wastebox's liability is excluded.~~

~~15.4.~~**15.3** The above limitations of liability shall also apply to breaches of duty by persons whose fault Wastebox is responsible for according to statutory provisions as well as to a possible personal liability of the legal ~~representatives~~, employees and vicarious agents of Wastebox.

~~15.5.~~**15.4** Claims for damages of the customer pursuant to clause 15.2. shall become statute-barred after the expiry of a limitation period of one year. The ~~limitation~~ period shall only commence as soon as the customer becomes aware of the circumstances justifying the claim and the person of the debtor or ~~should~~ have become aware of them without gross negligence.

~~15.6.~~**15.5** The customer shall be liable for damages for which he is responsible in accordance with the statutory provisions. He is liable, for example, for damage caused by ~~loss~~ of the waste container, filling the waste container with waste that he has not commissioned Wastebox to dispose of, exceeding the permissible total weight of the waste container, improper loading (e.g. with waste that protrudes over the loading edge of the ~~waste~~ container, uneven filling), improper moving of the waste container. The customer shall indemnify Wastebox against claims of property owners or public authorities which are due to a culpable breach of the customer's obligation from clause 12.4 sentence 1.

16. Force majeure

In the event of force majeure, the affected party shall be released from t h e obligation to fulfil its obligations, the fulfilment of which has become temporarily impossible as a result, for the duration of this event. Force majeure events are e.g. war, riots, natural disasters and labour disputes for which Wastebox is not responsible. If Wastebox is unable to comply with bindingly agreed performance deadlines due to force majeure, Wastebox shall inform the customer thereof without delay and at the same time notify the customer of the expected new performance time. If the performance is also not possible within the new period, Wastebox shall be entitled to withdraw from the contract; any consideration already provided by the customer shall be refunded immediately. The statutory rights of Wastebox, e.g. in the event of an ~~exclusion~~ of the obligation to perform due to impossibility, remain unaffected.

17. Evaluations of the service by the customer

Customers can rate partners of Wastebox by means of a ~~5-star~~ rating via the Wastebox platform.

18.

Termination of the framework agreement and of individual orders

18.1. The framework agreement is concluded for an indefinite period of time and can be terminated in text form with a notice period of three (3) months to ~~the~~ end ~~of the~~ respective ~~month~~. If and as long as ~~individual~~ orders have not yet been completely fulfilled at the time of termination of the framework agreement, the framework agreement shall nevertheless apply.

~~**18.2.**~~**18.2** The customer's immediate right of cancellation for work services in accordance with § 648 p. 1 BGB is excluded.

~~**18.3.**~~**18.3** The right to extraordinary termination without notice for good cause shall remain unaffected.

19. ~~**Written form**~~ **Amendments, applicable law, place of jurisdiction**

19.1. No verbal collateral agreements to these Customer T&Cs and contracts between the parties are made. Subsequent amendmentsChanges or additions to these Customer T&Cs or contracts between the parties ~~must be made in writing to~~ be effective ~~–~~unless otherwise provided for in these Customer T&Cs - at least in text form. This also applies to the cancellation or waiver of this ~~written form requirement~~.

19.2. This contract shall be governed by German law to the exclusion of the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

19.3. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with these Customer GTC and the contracts of the parties shall be Hamburg, in the case of local court jurisdiction the local court of Hamburg-St. Georg.

20. Adjustments

Wastebox reserves the right to amend and adapt these Customer T&Cs in the event of changes in the law, changes in jurisdiction or changes in economic circumstances with effect for the future. The customer shall be notified at the latest two (2) weeks before the planned entry into force of the new version of the Customer GTC by e-mail. If the customer does not object to the validity of the new Customer T&Cs within this period and continues to use the Wastebox services, the new Customer T&Cs shall be deemed accepted. In the event of an objection, Wastebox expressly reserves its cancellation rights. In the event of a change to the Customer T&Cs, Wastebox shall also inform the customer again separately of his right to object, the deadline for this and the legal consequences of his silence or an objection.

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