General Terms and Conditions for Customers

of Wastebox Deutschland GmbH valid from 1 January 2025

1. Scope of application, general terms and conditions

1.1. These General Terms and Conditions (from here on "**Customer Terms and Conditions**") shall apply to all business relationships between Wastebox Deutschland GmbH, Hamburg (from here on "**Wastebox**" or "**Wastebox.biz**") and customers who use the Wastebox Platform or place 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 expressly agreed otherwise, at least in text form, these Customer T&Cs shall also apply as a framework agreement for similar future contracts between the parties without the need to refer to these Customer T&Cs 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 else shall only apply if and insofar as Wastebox agrees to the validity of the customer's General Terms and Conditions in writing.

2. Definitions

2.1. "**Waste container**": Any transport containers provided via the Wastebox Platform as transport containers for the service (e.g. waste skips, containers) and other construction site equipment (e.g. mobile WC)

2.2. "**Order**": Offer by the customer 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.

2.4. "**Business hours**": Working days, Mon-Thu 7:30-16:30 and Fri 7:30- 14:30. Christmas Eve, New Year's Eve, national holidays and public holidays in Hamburg or at the service provider's place of business do not count as working days. The times at which our services are performed may deviate from this.

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 Otherwise, the terms used in these Customer T&Cs shall have the meaning defined in German law.

3. Framework Agreement (Registration)

3.1 Use of the Wastebox Platform is only possible if the customer has previously registered on the Wastebox Platform or via the Wastebox App. The 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 provides the customer with personal access data 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 of Wastebox to fulfil 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 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 the customer's offer has been accepted by Wastebox (see clause 4.3.).

4.2. An order can only be placed on the Wastebox platform after the customer has logged in with his personal access data. In addition, all mandatory fields of the order form must be filled in. Before the final submission of the order, the data entered by the customer and the services ordered by the customer are 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. Individual orders and process-relevant documents are stored by Wastebox and can be retrieved by the customer on the Wastebox platform.

5. Subcontractors, change of the contractual partner

5.1. Wastebox may have the service performed by subcontractors.

5.2. Wastebox reserves the right to transfer its rights and obligations under 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. Until acceptance by Wastebox (see 4.3.), the customer can cancel his order free of charge by clicking on "Cancel order" on the Wastebox platform.

6.2. Customers have the right to cancel their order free of charge via the Wastebox platform or the Wastebox app up to 24 hours before the agreed delivery date without giving reasons. Cancellation less than 24 hours before the agreed delivery date is only possible by telephone on +49 (0)40 / 182 33 42-0 and may incur costs.

6.3. Wastebox may cancel an individual order, in particular if an unforeseeable traffic situation (e.g. traffic jam due to an accident) does not allow a timely delivery of the waste containers, if the originally scheduled driver and also another driver of the partner cannot carry out the journey for unforeseen reasons, if a technical defect occurs in a vehicle of the partner and/or if the partner does not have a replacement vehicle available on the delivery date (non-availability of the service). Wastebox shall immediately inform the customer of the non-availability and, if applicable, immediately refund any consideration already paid by the customer. Statutory rights of cancellation remain unaffected.

7. Service description

The type and scope of the service ordered by the customer as well as the type and size of the waste container ordered result from 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 can be viewed on the Wastebox Platform. The prices are subject to the applicable statutory value added tax.

8.2 Any fixed annual prices shall be valid until the end of February of the respective following year and can - even before the expiry of this date - be changed in the course of an annual meeting.

between the customer and Wastebox for the following year. 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) (in each case October comparison) for the respective following year. Wastebox as well as the customer shall be entitled to terminate the framework agreement by giving two weeks' notice to the last day of the month if no agreement is reached on a price adjustment.

8.3 The amount of the total fee depends on the ordered service or the ordered waste container and results from the accepted individual order.

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 14 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 as an e-mail attachment (PDF format), as an e-mail to the e-mail address provided by the customer on the Wastebox Platform or as a download on the Wastebox 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 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 Platform at the latest at the time of invoicing shall be deemed to have been received by the customer.

9.4. Only payment on account is accepted as a method of payment.

9.5. In the event of default of payment, Wastebox shall be entitled to charge statutory default interest 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 make advance payment, Wastebox may refuse the ordered service if it becomes apparent 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 set off 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 location of the waste containers when placing the order. Unless otherwise agreed, delivery shall be made to the customer address stored on the Wastebox platform upon conclusion of the contract.

11.2. Wastebox may render partial services as far as these are useful for the customer.

11.3. 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 deadlines shall be extended by the period of time in which the customer is in default of acceptance from the respective contract. the customer is in 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 or collection note together with the invoice on the Wastebox platform for download.

12. Requirements for the installation site, traffic safety obligations

12.1. Waste containers can only be delivered to the desired installation site if the following requirements and any additional requirements described on the Wastebox Platform for the installation site 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 a free area within a radius of 15 m around the waste container must be at ground level, solid, suitable for vehicles with a total weight of 18-40 tonnes, have a clearance 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 a 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 results from the service description of the respective service published on the Wastebox 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 ensuring that the location of the waste container is adequately cordoned off 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 the latest by the time of delivery of the waste container at his own expense. 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 platform and results from the description of the respective service. Wastebox only has to take over the disposal of such waste whose disposal has been ordered. Wastebox is authorised to refuse the collection and disposal of waste containers with waste other than that agreed. In such cases, Wastebox can demand at least the costs for the journey and empty journey back 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
§§ 7 Para. 2, 22 S. 2 of the Closed Substance Cycle Waste Management Act, the customer remains obliged under public law to dispose of the waste in addition to 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 finalised 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 container 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 for the environmentally sound disposal of the waste or an agreed flat-rate surcharge.
13.7. Wastebox may, at its discretion, recycle or, if permitted by law, dispose of the waste.

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 provision of a service 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 The contractual and non-contractual liability of Wastebox is limited to intent and gross negligence, unless it concerns the violation of an essential 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 whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer regularly relies and may rely.
15.3. The aforementioned 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 possibly existing personal liability of the legal representatives, employees and vicarious agents of Wastebox.
15.4. Claims for damages of the customer according 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.
15.5. 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 for which 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 repositioning of the waste container or by violation of traffic safety obligations according to item 12.3. The customer shall indemnify Wastebox against claims of property owners or public authorities which are attributable to a culpable breach of the customer's obligation under clause 12.4 sentence 1.

16. Force majeure
In the event of force majeure, the affected party shall be released from the 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 meet 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 consideration already rendered by the customer shall be reimbursed immediately. The statutory rights of Wastebox, e.g. in case of an exclusion of the obligation to perform due to impossibility, remain unaffected.

17. Evaluations of the service by the customer Customers can evaluate partners of Wastebox by means of an evaluation via the Wastebox platform.

18. Termination of the framework agreement and of individual orders
18.1. The framework agreement shall be concluded for an indefinite period of time and may 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 The customer's immediate right of cancellation for work services in accordance with § 648 p. 1 BGB is excluded.
18.3 The right to extraordinary termination without notice for good cause remains unaffected.

19. Amendments, applicable law, place of jurisdiction
19.1. No verbal collateral agreements to these Customer GTC and contracts between the parties are made. Subsequent amendments or additions to these Customer T&Cs or contracts between the parties must be made at least in text form in order to be effective, unless otherwise provided for in these Customer T&Cs. This also applies to the cancellation or waiver of this formal 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 T&Cs and the contracts between the parties shall be Hamburg, in the case of local court jurisdiction the district 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 right of cancellation. In the event of a change to the Customer T&Cs, Wastebox shall also inform the customer again separately of his right of objection, the deadline for this and the legal consequences of his silence or objection.

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