General Terms and Conditions for Partners 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 "**Partner Terms and Conditions**") apply to all business relationships between Wastebox Deutschland GmbH, Hamburg (from here "Wastebox" or "**Wastebox.biz**") and companies, which Wastebox has commissioned via the "Wastebox Platform" as subcontractors with waste disposal services (from here on "**Service**") (from here on "**Partner**").

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

1.3. General terms and conditions of the partner shall not apply if and insofar as they deviate from or supplement these Partner GTC; this shall also apply if Wastebox does not expressly object to the validity of the partner's general terms and conditions. Anything else shall only apply if and insofar as Wastebox agrees in writing to the validity of the partner's General Terms and Conditions.

2. Definitions

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

2.2. "**Order**": Offer by the customer to have an empty waste container placed at a specific location and to have a waste container collected or to have a full waste container exchanged for an empty container.

2.3. "**Individual order**": The order concluded in accordance with this framework agreement for the provision of a service requested by a customer from Wastebox.

2.4. "**Business hours**": Working days, Mon-Thu 7:30-16:30 and Fri 7:30- 14:00. Christmas Eve, New Year's Eve, national holidays and public holidays in Hamburg or at the partner's place of business do not count as working days.

2.5. "**Customer**": Wastebox customer including partner customers.

2.6. "**Customer GTC**": The General Terms and Conditions valid from time to time between Wastebox and its customers.

2.7. "**Partner Customer**": Customer of a Partner who is demonstrably in an ongoing business relationship with the Partner and commissions Wastebox with services on the Wastebox Platform on the basis of an intermediary activity of the Partner. A partner customer does not exist if it is a customer of several partners. An ongoing business relationship exists if at least three waste disposal services have been ordered directly between the Partner Customer and the Partner within a calendar year. Written confirmation from the partner customer that it has an ongoing business relationship with the partner and uses the Wastebox Platform due to the brokerage activities of the partner is required as proof.

2.8. **"Wastebox Platform"**: The Wastebox online portal at portal.wastebox.biz and/or the Wastebox app.

3. Framework agreement (registration)

Use of the Wastebox Platform is only possible if the Partner has previously registered at least in text form using the Wastebox master data sheet. The framework agreement is only concluded when Wastebox sends the partner personal access data with which the partner can log in to the Wastebox Platform. The framework agreement shall apply to all future individual orders pursuant to Clause 6. There is no obligation for Wastebox to conclude individual orders with the Partner.

4. Obligation of the Partner to respond to customer offers

The Partner is obliged by the framework agreement to respond to offers in the legal sense, i.e. enquiries from customers via the Wastebox platform, at the agreed conditions, in particular also the GTC between Wastebox and its customers in the respectively valid version, as an authorised subcontractor of Wastebox.

5. Other obligations of the partner under the framework agreement

5.1. The partner shall ensure that it is authorised to provide the services with regard to the waste which it takes into its possession in accordance with statutory provisions. In particular, the Partner shall ensure that it has notified the competent authority of its activities, if necessary, and that it has been granted the necessary authorisations or permits for the collection and transport of waste that it takes into its possession. Should the partner lose its authorisation to perform the service or a permit or authorisation required for this, it shall inform Wastebox of this immediately in text form.

5.2. The partner shall provide the personnel and material resources required for the performance of the service in accordance with the contract. In particular, he shall also ensure that the Wastebox operation continues even if personnel and/or vehicles are unavailable. The Partner shall be responsible for procuring the infrastructure required for using the Wastebox platform, such as smartphones or tablets with iOS or Android operating system with mobile Internet access, at its own expense and, if necessary, for making it available to its drivers.

5.3. After conclusion of the Wastebox framework agreement, the partner shall appoint a contact person and a representative who must be available by telephone during business hours.

5.4. The partner shall train its drivers, who are to be used for the fulfilment of individual orders vis-à-vis Wastebox, to an appropriate extent with regard to the operation of the Wastebox Portal.

6. Conclusion of contract on waste disposal contract, individual orders of the partner

6.1. The partner undertakes to fulfil individual orders subject to these Partner GTC and in compliance with the obligations of Wastebox according to the Customer GTC as well as all applicable statutory provisions. In particular, the Partner shall fulfil the technical requirements necessary for the provision of the service and deploy sufficiently qualified personnel.

6.2. The order of a customer on the Wastebox Platform is to be considered as an offer to conclude a waste disposal contract. A waste disposal contract is only concluded when the partner as the subcontractor commissioned by Wastebox accepts the customer's application on behalf of Wastebox and only within the scope of the conditions stated on the Wastebox Platform. Upon acceptance of the customer's offer by Wastebox, the individual order of the partner as subcontractor contract between Wastebox and the partner is also concluded.

6.3. Prior to the final acceptance of the offer, the data entered by the Partner relevant to the individual order shall be summarised in an overview. The partner can check the details of the individual order again and correct them if necessary. Only by clicking the button "Accept order" by the partner as an authorised subcontractor of Wastebox does the customer's order become binding for Wastebox. After acceptance of the offer, the customer shall be notified immediately via the Wastebox platform.

6.4. Prior to the acceptance of the offer, the partner has the possibility to indicate a delivery date on the Wastebox Platform which deviates from the customer's desired date. However, neither Wastebox nor the customer shall be obliged to accept this deviating delivery date.

6.5. The contract language is German.

6.6. Contracts with the partner are stored by Wastebox and can be retrieved by the partner on the Wastebox Platform after logging in.

7. Contractual Right of Withdrawal of Wastebox in the Event of Cancellation of an Order of the Customer or in the Event of Withdrawal of the Customer Wastebox is entitled, if a customer has cancelled his order of a service according to the Customer GTC or has withdrawn from the order, to cancel the corresponding individual order

to the partner. This shall not apply if Wastebox is responsible for the customer's cancellation. If an order is cancelled by the customer, the partner shall be informed immediately about the cancellation of the individual order. The partner cannot demand any remuneration for the cancelled individual order; possible claims for damages of the partner according to statutory provisions remain unaffected.

8. Type and scope of the service

8.1. Wastebox commissions the partner with the performance of services for customers of Wastebox. The type and scope of the service commissioned for each individual order shall result from the individual order and additionally from the description of the corresponding service on the Wastebox Platform.

8.2. Unless otherwise agreed, the Partner is obliged to recycle or dispose of the waste in an environmentally sound manner in accordance with the respective individual order pursuant to § 3 (23) and (26), §§ 6 ff., §§ 15 ff. Closed Substance Cycle Waste Management Act.

8.3. The partner must provide the service in accordance with the state of the art.

9. Delivery and installation of waste containers

9.1. The waste containers must be suitable for the respective type of waste and correspond to the state of the art. The outer surfaces of the waste containers must be clean and rust-free upon delivery; the interior of the waste containers must be "swept clean" upon delivery.

9.2. The specific installation location of the waste containers at the delivery address specified by the customer must be agreed with the customer.

9.3. Before setting up the waste container on areas not owned by the customer, the Partner is obliged to obtain from the customer the consent of the landowner in text form and/or the authorisation of the competent authority to set up the waste container on public areas, unless the Partner has already obtained prior knowledge of the consent or authorisation.

9.4. If the partner establishes that the requirements for the installation site pursuant to Clauses 9.2. to 9.3. are not met, the partner shall inform Wastebox of this, stating the exact reason.

9.5. The partner shall inform Wastebox if it becomes aware that customers do not sufficiently protect waste containers against weather-related influences.

10. Place of delivery, delivery period, delays

10.1. The Partner is obliged to provide the service from the individual order at the location selected by the customer. Unless otherwise agreed, the number of waste containers agreed in the individual order shall be delivered to the address provided by the customer on the Wastebox Platform "free location". This is also the place of fulfilment for the delivery and collection of waste containers.

10.2. Agreed delivery and collection times are binding for the Partner.

10.3. In the event of a delay in delivery or collection, the partner shall inform both Wastebox and the customer of this, stating the expected delivery or collection time.

10.4. The partner is obliged to inform Wastebox immediately via the Wastebox platform if the delivery or collection is impossible or delayed due to circumstances for which the customer is responsible or which originate from the customer's sphere (e.g. in the absence of a permit for the installation of waste containers on areas which are not the property of the customer). In such cases, the Partner shall document any journey to the customer by taking photographs of the area surrounding the delivery or collection location specified by the customer.

11. Collection and transport of waste

11.1. The Partner shall become the owner of the waste upon collection of the waste and shall assume full responsibility for the proper and legally compliant treatment, utilisation or disposal of the waste from this point in time. The Partner shall indemnify User against all third-party claims arising from the assumption of ownership of the waste.

11.2. Within the scope of these Partner T&Cs, the Partner may only take possession of and transport waste whose disposal is offered via the Wastebox Platform. If the Partner nevertheless nevertheless undertakes the disposal of other waste, this shall be at the Partner's risk; any additional costs incurred as a result shall be borne by the Partner. The same applies if the Partner transports waste of one type of waste in waste containers that are not suitable for this type of waste. The type of waste authorised for the respective waste container can be seen on the Wastebox Platform.

11.3. If customers have filled waste into waste containers that are not suitable for this type of waste, the Partner shall document this via the Wastebox Platform with a comment and photo upon completion of the order.

11.4. If, contrary to the customer's order, other waste, in particular hazardous waste, is provided for disposal or the waste containers used are not suitable for safe transport (e.g. in the case of asbestos waste), the waste containers must initially not be transported. The partner will immediately report this to Wastebox via the Wastebox platform and upload photographs to document the filling of the waste containers with incorrect waste. Wastebox then decides whether the waste can nevertheless be collected and disposed of by the partner at the price agreed for the respective type of waste (see Clause 13.1.) and informs the partner of this decision. If Wastebox decides in favour, the customer shall agree to this change of the type of waste and a possible price change on the Wastebox portal prior to disposal. If Wastebox decides against this, clause 11.2 sentence 2 shall apply accordingly; nevertheless, the partner shall be able to collect and dispose of the waste at the price agreed for the respective type of waste (see clause 13.1.) and shall inform the partner of this decision. If Wastebox decides in favour of this, the customer shall agree to this change of the type of waste and a possible price change by countersigning on the Wastebox platform prior to disposal. If Wastebox decides against this, clause 11.2 sentence 2 shall apply accordingly.

12. Cancellation

If the partner does not provide the delivery and/or the collection of waste containers within the agreed delivery and/or collection period, Wastebox may withdraw from the individual order in accordance with the statutory provisions. Irrespective of this, the partner shall reimburse or indemnify Wastebox for any damage or other costs incurred by Wastebox due to a delayed delivery and/or collection of waste containers for which the partner is responsible.

13. Remuneration, proceeds from recyclables

13.1. The prices for the customer are determined by Wastebox.

13.2. Possible charges for the rental of waste containers are calculated according to full days. The partner is entitled to a rental fee from the day after installation of the waste container until the collection day specified by the customer. The partner is not entitled to a rental fee for the period between the agreed collection date and the actual collection of the waste containers, provided that Wastebox is not responsible for the delayed collection.

13.3. The prices do not include the applicable statutory value added tax.

13.4. The partner is obliged to draw Wastebox's attention to any price errors that the partner has made in the Wastebox platform.

13.5. In order to ensure that the proceeds from the recycling of non-ferrous metals (such as aluminium, copper, cable, etc.) are accounted for, the partner is obliged to take meaningful pictures before transporting and recycling all non-ferrous metals and to document these on the Wastebox platform.

14. Terms of payment

14.1. The Partner's remuneration shall be invoiced monthly for all services provided up to the last day of the respective calendar month, documented on the Wastebox Platform and - if agreed with the Partner - invoiced by the Partner. The remuneration shall be due within 30 calendar days from complete performance or receipt of a proper invoice, whereby the period shall begin to run from the last calendar day at the earliest.

14.2. Orders that are not completed or reported back by the Partner within the agreed delivery and/or collection period may be cancelled at the earliest up to six (6) months after the expiry of this period.

Wastebox for settlement (cut-off period). Any settlement attempts on the part of the Partner that exceed this period shall be rejected.
14.3. The lack of documentation according to clause 13.5. excludes the settlement of non-ferrous metals via Wastebox.
14.4. The partner shall only have a right of set-off or retention due to legally established or undisputed counterclaims.

15. Non-solicitation, customer protection,
The Partner undertakes not to actively entice away any customers of Wastebox who are known or should be known to the Partner with regard to the area of activity of Wastebox and not to submit any direct (i.e. outside the Wastebox Platform) offers to them. Offers in the course of a public tender are not covered by this non-competition clause. This non-competition clause does not apply to waste types that are not offered on the Wastebox Platform. Services provided by partners to their partner customers are excluded from this non-competition clause.

16. Compensation for damages
16.1. The contractual and non-contractual liability of Wastebox shall be 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.
16.2. 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 Wastebox to the partner 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 partner regularly relies and may rely.
16.3. 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.
16.4. Claims for damages pursuant to clause 16.2. of the partner shall become statute-barred after the expiry of a limitation period of one (1) year. The limitation period shall only commence as soon as the partner becomes aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware of them without gross negligence.

17. Valuations
The partner is aware that customers can evaluate the partner after the individual order has been carried out and that this evaluation can be viewed by all customers of Wastebox.

18. Subcontractors, change of contractual partner
18.1. The Partner may have the service performed by reliable subcontractors. The Partner guarantees that its subcontractors, insofar as it uses them for the fulfilment of individual orders, comply with all obligations arising from these Partner GTC and statutory provisions
18.2 Wastebox reserves the right to transfer its rights and obligations from this contract in whole or in part to an affiliated company. 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.

19. Termination of the framework agreement and individual contracts
19.1. The framework agreement is concluded for an indefinite period and can be terminated in text form with a notice period of three (3) months to the end of each month, but not before any minimum contract term agreed with the partner. Insofar and as long as individual orders have not yet been completely fulfilled at at the time of the termination of the framework agreement. framework agreement have not yet been completely fulfilled, the framework agreement shall nevertheless apply.
19.2. The right to extraordinary termination without notice for good cause remains unaffected.

20. Amendments, applicable law, place of jurisdiction
20.1. No verbal collateral agreements to these Partner T&Cs or contracts between the parties are made. Subsequent amendments or additions to these Partner 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 Partner T&Cs. This also applies to the cancellation or waiver of this formal requirement.
20.2. 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.
20.3. 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 Partner T&Cs and the contracts of the parties shall be Hamburg, in the case of local court jurisdiction the district court of Hamburg-St. Georg.

21. Adjustment
Wastebox reserves the right to amend and adapt these Partner T&Cs in the event of changes in the law, changes in jurisdiction or changes in economic circumstances with effect for the future. The Partner shall be notified no later than two
(2) weeks before the planned entry into force of the new version of the Partner T&Cs by e-mail. If the Partner does not object to the validity of the new Partner T&Cs within this period and continues to use the Wastebox service, the new Partner 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 Partner T&Cs, Wastebox shall also inform the partner separately of its right of objection, the deadline for this and the legal consequences of its silence or an objection.

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