GENERAL TERMS AND CONDITIONS for customers

wastebox.biz

of www.wastebox.biz
(wastebox.biz Customer Terms and Conditions)

Version dated 1 April 202202 March 2026

~~1. Contractual partner, contact details~~

~~1.1. "Wastebox" refers to wastebox gmbh, headquartered at Hans-Roth-Straße 1, 8073 Feldkirchen bei Graz, T +43 (0) 59 800-3000, F +43 (0) 59 800-1099, Eoffice@wastebox.biz , legal form: limited liability company, commercial register number: 571348v, commercial register court: Regional Court for ZRS Graz, VAT number: ATU 077845209~~

~~1.2. Business purpose: Waste management services, freight transport and related commercial transactions~~

~~1.3. Chamber membership: Styrian Chamber of Commerce; specialist groups for goods transport, waste 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 Supervisory authority/trade authority: Office of the Styrian Provincial Government; District Administration Graz-Umgebung~~

~~1.4. Information, enquiries and complaints to: office@wastebox.biz; Tel: +43 (0) 59 800 3000~~

~~2.1~~ **Scope~~, terms~~, general conditions**

~~2.1.~~ 1.1 These General Terms and Conditions ("wastebox.biz Customer Terms and Conditions") apply to all ~~contracts concluded between Wastebox and customers via the Wastebox.biz online platform (consisting of "wastebox.biz~~ online portal ~~portal.wastbox.biz" or the wastebox app). . , who have their place of residence/registered office/habitual abode in Austria.~~ Business relationships between wastebox gmbh, with its registered office at Hans-Roth-Straße 1, 8073 Feldkirchen bei Graz (hereinafter referred to as "Wastebox") and its customers who use the Wastebox.biz platform or place orders with Wastebox in any other way. These GTC only apply if the customer is an entrepreneur in accordance with § 1 UGB (Austrian Commercial Code), a legal entity under public law or a special fund under public law.

~~2.2.~~ Unless expressly ~~agreed~~ otherwise ~~in writing~~ or at least in text form, ~~the wastebox~~.biz-these customer terms and conditions shall also apply as a framework agreement for ~~all future wastebox.biz~~ business relationships and similar future contracts, in particular ~~for additional orders placed verbally~~ /supplementary orders, ~~even if not~~ expressly ~~referred to~~ again between the parties~~.~~

~~2.3. The contracting parties undertake to transfer all rights and obligations arising from this contract to their respective individual and universal successors.~~

~~2.4.~~ 1.2 ~~Side agreements, additions or amendments to these wastebox~~.biz-these customer ter~~ms and~~ conditions must be made ~~in writing~~.

~~2.5.~~ 1.3 The inclusion of the customer's terms and conditions that deviate from these wasteboxWastebox.biz customer terms and conditions is hereby expressly excluded, unless they are accepted in writing by Wastebox. In this sense, actions taken by Wastebox or its partners to fulfil the contract do not constitute acceptance of the customer's terms and conditions.

2 Definitions

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

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

2.3 **Service**: Waste disposal service comprising the delivery and collection of the waste container and the recycling or disposal of the waste.

2.4 **Business hours**: Working days, Mon-Thu 8:00 a.m.-5:00 p.m. and Fri 8:00 a.m.-12:00 p.m. Christmas Eve, New Year's Eve, national holidays and public holidays at the service provider's place of business do not count as working days. The times at which our services are performed may vary.

2.5 **Wastebox.biz platform**: The Wastebox online portal at wastebox.biz/ and/or the Wastebox app

3 Framework agreement (registration)

3.1 Use of the Wastebox.biz platform is only possible if the customer has previously registered on the Wastebox.biz platform. Registration constitutes a binding offer by the customer to conclude these General Terms and Conditions as a framework agreement with Wastebox. The framework agreement only comes into effect when Wastebox provides the customer with personal access data for the Wastebox platform. The framework agreement applies to all future individual orders placed by the customer with Wastebox, but does not constitute an obligation on the part of Wastebox to execute individual orders.

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

4 Individual orders, conclusion of contract, ordering process

~~2.6.~~ The presentation of services on the Wastebox.biz platform does not constitute an offer in the legal sense. The customer's order constitutes the offer. ~~Should individual provisions of these wastebox.biz customer terms and conditions be wholly or partially invalid due to mandatory legal regulations, the remaining provisions shall remain unchanged.~~

4.1 ~~All terms used in these wastebox.biz customer terms and conditions and~~ A contract for an individual order shall only come into effect after

acceptance of the customer's offer by Wastebox (see Z 4.3.). The contract with Wastebox is concluded when the contract confirmation is sent.

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 on the order form must be completed. Before the order is finally submitted, the data entered by the customer and the services ordered by the customer are summarised in an "order overview". The customer can check their details again there. Only by clicking on the "Order" or "Save" button does the customer send their order to Wastebox. Such an order constitutes an offer by the customer to conclude an individual order. Once Wastebox has received the order, the customer will be notified immediately by email. This does not yet constitute acceptance of the individual order.

4.3 The customer will receive a (push) notification via the Wastebox app, the Wastebox platform or by email as soon as the order has been accepted by Wastebox (contract confirmation). The contract with Wastebox is concluded when this contract confirmation is sent.

4.4 The customer can check the status of their order via the Wastebox app, the Wastebox platform or by email.

~~2.7. Definitions are based on the relevant Austrian laws in their currently valid version, in particular the latest valid version of the Waste Management Act.~~

~~2.8.~~ 4.5 The contract language is German.

~~2.9. Terms:~~

~~2.9.1. Wastebox online platform: Wastebox online portal (portal.wastebox.biz)~~ Individual orders and ~~Wastebox app~~

~~2.9.2. Waste containers: Containers such as wastebox waste skips, wastebox containers or wastebox big bags that can be ordered via the wastebox online platform as transport containers for the disposal service~~ via the wastebox online platform.

~~2.9.3. Order or order offer: Offer~~ made by the ~~customer to~~ Wastebox ~~to have an empty waste container delivered to a specific location or to have a waste container collected or exchanged (full container for empty container).~~

~~2.9.4. Business hours: The time between 8:00 a.m. and 5:00 p.m. on working days in Austria.~~

~~3. Conclusion of contract~~

~~3.1. Service presentation~~ stored ~~in the Wastebox online portal~~ and ~~Wastebox app~~

~~The presentation of services on the wastebox online portal or~~ in the ~~wastebox app does not constitute an offer in the legal sense. It is an invitation to potential customers to submit an offer themselves.~~ The ~~customer's order~~ constitutes ~~the~~ offer. A contract is only ~~concluded after acceptance on our part (see Conclusion of contract 3.3.).~~

~~3.2. Order process~~

~~4.6 An order can only be placed if all mandatory fields marked with "*" on the order form have been completed. Before the order is finally submitted, the data relevant to the order is summarised in an "order overview". The customer is free to check their details in the order overview again and correct them if necessary before sending their order to~~ Wastebox ~~by clicking on the "Order Wastebox" button. By clicking on the "Order Wastebox" button, the customer~~ submits ~~a binding offer.~~ biz platform.

~~Once the order process is complete, the customer will be notified that the order has been received. This does not constitute acceptance of the offer on our part.~~

~~3.3. Order confirmation, conclusion of contract~~

~~The customer will receive a push notification via the Wastebox app as soon as the order has been accepted by Wastebox or a partner or carrier. The contract with Wastebox is concluded when this push notification regarding the acceptance of the order is sent. The customer can view their submitted orders and their acceptance. After receiving the order, Wastebox sends the delivery note for the order to the email address provided by the customer, if the customer has selected delivery note delivery in their registration profile. In any case, the customer can view their delivery note in the wastebox~~ online portal ~~at any time.~~

5 Subcontractors, change of 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 will be transferred in order to enable the legal successor or affiliated company to fulfil the contract. The customer will be informed of any planned transfer in writing.

~~3.4.~~6 Cancellation ~~of an order~~, contractual rights of withdrawal

The customer can cancel their order free of charge until ~~it has been~~ accepted by Wastebox ~~by sending a push notification (see 4.3.) by clicking on "Cancel order"~~.

~~3.5. Contract storage~~

6.1 ~~The contract text (order) is stored by~~ Wastebox ~~and~~ can be accessed ~~on the Wastebox online portal by entering the login details that the customer receives by email during registration.~~

~~4. Information about the right of withdrawal~~

~~4.1. Withdrawal by customers who are entrepreneurs~~

6.2 Customers have the right to withdraw from their order without giving reasons up to one hour before the fixed order date or, in the case of orders marked "as soon as possible", up to 10 minutes after the order confirmation has been sent. Cancellation less than one hour before the agreed delivery date is only possible by telephone on 059800 3000 and may incur costs.

~~4.2. Cancellation by Wastebox vis-à-vis the customer who is an entrepreneur~~

~~Wastebox may withdraw from the acceptance of the order (conclusion of contract) without giving reasons within 2 hours of sending the order acceptance and will notify the customer of this by email to the email address provided during registration or by telephone.~~

~~4.3. Withdrawal from the order by the customer who is a consumer~~

~~4.3.1. Customers have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract. To exercise the right of withdrawal, the customer must inform Wastebox of their decision to withdraw from this contract by sending a clear statement by email to~~office@wastebox.biz ~~. To comply with the withdrawal period, it is sufficient for the customer to send the notification of their exercise of the right of withdrawal before the expiry of the withdrawal period.~~

~~4.3.2. Consequences of withdrawal~~

~~Upon withdrawal from the contract, Wastebox shall reimburse the customer for all payments received from them, including delivery costs, without delay and at the latest within fourteen days from the day on which Wastebox received notification of the withdrawal from this contract. The same means of payment used by the customer for the original transaction will be used for this repayment, unless expressly agreed otherwise with the customer; in no event will the customer be charged for this repayment. Wastebox may refuse to refund until it has received the waste container back.~~

~~If the customer has requested that the service should commence during the withdrawal period, the customer shall pay Wastebox a~~

reasonable amount corresponding to the proportion of the services already provided up to the time when the customer informed Wastebox of the exercise of the right of withdrawal with regard to this contract, compared to the total scope of the services provided for in the contract.

Loss of the right of withdrawal

There is no right of withdrawal if Wastebox has provided the service in full and only began providing the service after the customer gave their express consent and at the same time confirmed their awareness that they would lose their right of withdrawal upon full performance of the contract.

5. Prices

5.1. Prices for the installation of an empty waste container are always total prices and only include the installation service itself. The disposal of waste containers is either charged at a total price or an individual price. Total prices for disposal include the collection of waste containers under normal conditions. conditions (no access/installation difficulties) and the disposal of the waste specified by the customer. Additional services (e.g. weighing fees, etc.) and the rental fee for the waste container will be charged separately. The rental fee is payable for the period agreed with the customer, i.e. from the first working day following the day of delivery of the waste container to the ordered collection day. The minimum rental period is one day, unless the waste container is collected again on the day of delivery. The rental fee is included in the total price if this has been agreed separately with the customer. Depending on the type of waste container ordered, the ordered service is invoiced either as a total price (flat rate) or as an individual invoice consisting of the sum of a transport fee, a fee depending on the weight of the waste fraction and any additional services, a flat-rate cleaning fee for exceptional contamination, a processing fee for subsequent customer data correction, and an administrative fee for the additional issuance of a paper delivery or weighing slip. These individual prices and total prices may also vary depending on the postcode and can be viewed by the customer at any time on the wastebox online portal.

5.2. All prices are exclusive of all taxes but include ALSAG.

5.3. Any fees for obtaining permission to use public land are to be paid by the customer directly to the authorities.

5.4. In the event of exceptional contamination of a wastebox waste container, the customer shall be charged a flat-rate cleaning fee of €50.

5.5. A processing fee of at least €25 may be charged for subsequent corrections to the customer's invoice data (e.g. company name, etc.).

5.6. At the customer's request, the delivery note and/or weighing slip will also be sent in paper form. A flat-rate administration fee of at least €1 will be charged for this.

5.7. All flat-rate costs and fees are listed on the online platform portal.wastebox.biz.

5.8. Prices are subject to change. If the correct price is higher, the customer will be contacted.

6.3 Wastebox may withdraw from an individual order, in particular if an unforeseeable traffic situation (e.g. traffic jam due to an accident) prevents the timely delivery of the waste containers, the originally scheduled driver is unable to make the trip for unforeseen reasons and another driver from the partner is also unable to make the trip, a technical defect occurs in one of the partner's vehicles and/or the partner does not have a replacement vehicle available on the delivery date (unavailability of service). Wastebox will inform the customer immediately of the unavailability and, if necessary, refund any payments already made by the customer. Statutory rights of withdrawal remain unaffected.

7 Service description

7.1 The type and scope of the service ordered by the customer as well as the type and size of the waste container ordered are specified in the contract confirmation or the service description for the respective service on the Wastebox platform.

8 Prices

8.1 The prices applicable to the customer can be viewed on the Wastebox platform. Prices are exclusive of the applicable statutory value added tax.

8.2 The agreed fees shall remain stable in value. The consumer price index 2020 (base year 2020) published monthly by Statistics Austria or an index replacing it shall serve as the measure for calculating value stability. The starting point shall be the index published for the month in which the contract was concluded. The fees may be adjusted monthly in line with changes in the index. Non-calculation or non-collection shall not be deemed a waiver, regardless of the duration.

8.3 Furthermore, Wastebox is entitled to increase the agreed fees in line with these changes in the event of changes to its cost structure that are beyond its sole control (in particular in the event of wage/salary increases due to collective labour law regulations, or in the event of increases in other costs related to the provision of services, such as energy, external services, materials, transport, waste disposal costs, etc.) or public fees and charges, including location fees and road pricing, to increase the agreed fees to the extent of these changes.)

8.4 Any fixed annual prices are valid for a period of 12 months and may be adjusted for the following year during an annual meeting between the customer and Wastebox, even before the end of this period. If no agreement can be reached on the price adjustment, the prices will automatically change on the basis of the consumer price index 2020 (CPI 2020) published monthly by Statistics Austria or an index replacing it (comparison of the month in which the contract was concluded with the same month in the following year) for the respective following year. In the event of disagreement on a price adjustment, both Wastebox and the customer are entitled to terminate the framework agreement at the end of the month, subject to a two-week notice period. The total fee depends on the service ordered or the waste container ordered and is based on the accepted individual order.

8.5 Wastebox is entitled to charge processing fees for additional services up to the amount stated in the offer or contract, which are requested by the contractual partner during or after the execution of the contract (e.g. subsequent correction of customer or invoice data, such as address, order or object number; issuing a printed delivery note/printed weighing slip; (additional) signing of documents; removal of containers as a result of contract termination), official fees for placing containers on public land, container cleaning in the event of exceptional contamination).

8.6 Refund: Any proceeds from recyclable materials are expressly linked to the applicable index and may therefore be adjusted monthly by Wastebox. The basis for calculation for the respective contract is the index figure announced for the month in which the contract was concluded, and subsequently the previous month. Non-calculation or non-collection shall not be deemed a waiver, regardless of the duration. If there is no index for certain proceeds from recyclable materials at the time of conclusion of the contract, Wastebox reserves the right to adjust these on an ongoing basis to current market conditions in the event of actual changes to such proceeds from recyclable materials.

6.9 Invoicing, due date, payment, default

Invoicing is carried out either immediately after the service has been provided on the basis of the delivery and weighing notes, or monthly in arrears, as selected by the customer. The signing of the delivery note does not constitute a prerequisite for

binding. by the 15th of the following month at the latest.

6.1. The invoice is due for payment within 30 days of the invoice date. Neither the dispatch nor the signing of the delivery note by the customer constitutes a prerequisite for payment.

6.2. 9.1 The customer gives their revocable consent to the invoice being sent in electronic formats .doc, .rtf, .pdf or .xml will be sent to the customer by email attachment (PDF format), as an email attachment to the email address provided by the customer on the Wastebox platform, or as a web download to the communication details (email address) provided by the customer. As the invoice recipient, the customer must ensure that electronic invoices can be delivered properly and that technical equipment such as filter programmes and firewalls are adapted accordingly. The customer must provide any changes to their communication details on the Wastebox platform or in printed form by post. If the customer's company name, address and/or email address changes, the customer is obliged to update this information immediately in their profile settings on the Wastebox online portal. Invoices and reminders sent from an address or email address provided by the customer at the latest at the time of ordering known in their profile on the Wastebox platform at the latest at the time of ordering, shall be deemed to have been received by the customer.

6.3. 9.2 The following payment methods are accepted: payment on account and payment by credit card (Visa, Mastercard).

6.4. In the event of late payment, Wastebox is entitled to charge 12% interest p.a. pro rata from the due date.

6.5. If there are reasonable doubts about the customer's solvency or creditworthiness, in particular in the event of extended payment terms, requests for instalments and deferrals, refusal to pay with incomprehensible arguments, or the enforcement of claims through legal action and execution, Wastebox is entitled at any time, even if this deviates from the agreed terms of payment, to demand advance payment, cash payment, cash on delivery or other security deposits at any time, even if this deviates from the agreed terms of payment, to revoke any payment terms granted and to demand immediate payment of outstanding amounts. If the customer refuses to make advance payment, etc., Wastebox is entitled to withdraw from the contract without further ado and without the customer being entitled to any claims for compensation against Wastebox. In this case, the customer is obliged to reimburse Wastebox in full for the actual expenses incurred.

6.6. For the purpose of credit checks and debt collection, application data, address data, payment history data on compliance with payment terms and payment history data on undisputed claims that remain unpaid after the due date will be transmitted to CRIF GmbH, Diefenbachgasse 35, 1150 Vienna, for lawful use within the scope of its trade licence in accordance with Sections 151–153 of the Trade Regulation Act 1994.

9.3 In the event of late payment, default interest of 12% per annum shall be deemed to have been agreed. Without prejudice to other claims, Wastebox shall be entitled to withdraw from all contracts concluded with the customer with immediate effect, to refuse to accept further waste, to remove any containers provided without delay and to return any waste already accepted; all of this subject to any claims for compensation, in particular for transport, storage and handling costs incurred in this connection.

9.4 If Wastebox is obliged to provide advance performance, Wastebox may refuse to provide the ordered service if, after conclusion of the contract, it becomes apparent that Wastebox's claim to remuneration is jeopardised by the customer's inability to pay. This shall not apply once the remuneration has been paid by the customer or security has been provided for it. Wastebox may set the customer a reasonable deadline within which the customer must pay the remuneration or provide security in return for the service. If the deadline expires without success, Wastebox may withdraw from the contract.

10 Prohibition of set-off

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

7.11 Delivery/delivery and collection of waste containers.
Performance period

7.1. Unless otherwise agreed, delivery shall be made to the address specified by the customer.

7.2. The delivery and collection of a waste container shall take place – as far as possible – on the delivery or collection date selected by the customer when placing the order, within Wastebox's business hours. Delivery and collection times are always non-binding, but only in relation to businesses.

7.3. Wastebox is free to carry out the delivery and/or collection itself or to have it carried out by a partner or a carrier as a subcontractor.

7.4. If delivery or collection or compliance with an agreed delivery/collection time becomes impossible due to circumstances for which the customer is responsible, in particular if no permit has been obtained for placement on public or private property, Wastebox is entitled to charge the customer for the costs of the empty run initiated by the customer and to deduct these costs from the payment already made.

7.5. In the event of unusually long waiting and standing times during delivery or collection of the waste container caused by the customer, Wastebox is entitled to charge for the damage caused by the delay to a reasonable extent.

7.6. For the delivery of a waste container, the customer will be provided with a digital delivery note together with the invoice, which can be downloaded from the wastbox.biz online portal. The provision of services is verified by the geolocation and time stamp on the digital delivery note.

8. list of waste containers - Duty to ensure public safety

11.1 The customer must specify the desired location for the wastebox waste container, and the waste containers must be included in the order. Unless otherwise agreed, delivery will be made to the project address specified on the Wastebox platform when the contract was concluded.

11.2 Wastebox may provide partial services if these are useful to the customer.

11.3 Wastebox shall endeavour to adhere to delivery times. If delivery delays are foreseeable, Wastebox shall notify the wastebox online portal 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 from the customer is required.

11.5 Any expressly agreed performance deadlines shall be extended by the period during which the customer is in default of acceptance under the respective contract and Wastebox was therefore unable to deliver all or part of the order within the agreed time. If the customer is in default of acceptance or if Wastebox's performance is delayed for other reasons for which the customer is responsible, Wastebox shall be entitled to claim damages, including additional expenses. Wastebox's statutory claims due to the customer's default of acceptance shall remain unaffected.

11.6 For the delivery and collection of a waste container, the customer will be provided with a delivery or collection note together with the invoice, which can be downloaded from the Wastebox platform.

12 Requirements for the installation site
Traffic safety obligations

8.1. 12.1 Delivery of waste containers to the desired installation site is only possible if the following installation requirements and any additional requirements described on the Wastebox platform are met. It must be possible to install and collect the waste containers without any problems or obstacles. Access to the installation site, the installation site itself and a clear area within a radius of 15 metres around the waste container must be Ground level, solid, suitable for vehicles over 7.5 tonnes with a total weight of 18-40 tonnes. The installation site must allow for easy installation and collection of the wastebox waste container. The installation recommendations on our wastebox online portal and have a passage width of at least 3.5 m and a clearance height of at least 4 m. If the installation site specified by the customer does not meet the above requirements and the customer is responsible for this, Wastebox may withdraw from the contract in accordance with the statutory provisions and/or claim damages from the customer. Further legal provisions must be observed. If this is not guaranteed, the customer shall bear all additional costs incurred as a result of the delay or difficulty, or Wastebox reserves the right to withdraw from the contract. Wastebox's rights, e.g. in the event of an exclusion of the obligation to perform due to impossibility, remain unaffected.

8.2. 12.2 The customer must protect waste containers without covers from weather conditions (rain, snow). The customer must ensure that the maximum storage period for the usual type of waste for the respective waste fraction is not exceeded. Any recommendations in this regard that arise from the service description for the respective service published on the Wastebox platform on the Wastebox online portal must be observed.

8.3. 12.3 During 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 harmed when filling the waste containers. In particular, the customer is responsible for ensuring that the location where the waste container is placed is adequately cordoned off for proper filling, **securing and lighting of the waste container**, especially when using the road or roadside (**traffic safety obligation**), and, if necessary, for setting up warning lights (traffic safety obligations).

8.4. 12.4 The customer is obliged to obtain the consent of the landowner at their own expense before installation, at the latest upon delivery of the waste container, and, in the case of use of public land, the consent of the property owner and/or the approval of the competent authority at their own expense. If approval for the installation of the waste container on public land and/or at the time of delivery of a wastebox waste container has not been obtained, Wastebox reserves the right to refuse delivery. The customer is obliged to pay the costs of the delivery attempt. Wastebox may make delivery dependent on proof of such consent or authorisation.

8.5. The customer shall indemnify and hold Wastebox harmless for any adverse consequences resulting from unauthorised placement on private or public property or insufficient security or lighting of the waste container (traffic safety obligation).

9.13 Handover and acceptance of waste disposal

9.1. 13.1 The customer is obliged to dispose of only the type of waste specified in the order in the waste containers. The use of a waste container for purposes other than filling it with the waste fraction approved for the ordered waste container is not permitted.

13.2 The waste fraction permitted for each waste container can be viewed on the Wastebox online portal. Wastebox or its partners only accept this type of waste for disposal. Other types of waste cannot be accepted unless the incorrect declaration or disposal is not obvious at the time of collection. When hazardous waste is collected, in particular construction site waste such as asbestos cement, XPS, rock wool or stone wool, etc., the collecting partner becomes the owner of the waste. Wastebox is only an intermediary for the disposal of hazardous waste. Waste that, for legal reasons, must be handed over to the responsible municipality or waste management association for collection, removal and/or treatment (waste disposed of incorrectly by the customer) is transported by Wastebox or its partners

on behalf of and for the account of the customer to the relevant collection point or the relevant waste collection centre (ASZ). Any additional costs incurred as a result shall be borne by the customer. Any statements/assessments made by Wastebox employees or its partners regarding the classification of waste, in particular when collecting the waste container, are non-binding preliminary assessments. Wastebox.biz platform and is based on the description of the respective service. Wastebox is only required to dispose of waste that has been commissioned for disposal. Wastebox is entitled to refuse to collect and dispose of waste containers containing waste other than that agreed upon. In such cases, Wastebox may demand reimbursement from the customer for at least the costs of travel and empty runs. Wastebox's legal claims remain unaffected.

9.2. 13.3 The final classification of the waste into one of the listed waste groups according to Ö-Norm S 2100 and the Ordinance on the Determination of Hazardous Waste in the currently applicable versions is carried out by Wastebox or its partner when emptying the waste container or upon handover at the recycling centre or collection point. The classification is binding for the customer, provided that the classification corresponds to the objective legal situation.

13.4 In the event of handover of waste other than that specified in the order, or waste that does not correspond to the type of waste specified in the order or other than that permitted for the respective booked waste container (see permitted waste on the Wastebox online portal) ("incorrect disposal"), the customer shall pay the actual additional (disposal) costs of the environmentally friendly disposal or recycling of the type of waste, or an agreed flat-rate surcharge, in particular any disposal costs incurred when handing over the waste to the ASZ.

9.3. 13.5 Wastebox may, at its discretion, recycle waste or dispose of it at a collection point, provided this is legally permissible.

14 Wastebox is entitled to refuse collection and disposal if the waste box is filled with obviously incorrect waste fractions. Notification of defects

9.4. If there is a defect in the waste container or if such a defect becomes apparent during the provision of a service, any measures to protect the waste container shall be refused and the costs of the collection attempt (travel costs) shall be charged to the customer.

9.5. Wastebox reserves the right to send waste or parts thereof for treatment and/or recycling instead of disposal.

10. **Warranty**

10.1. The warranty does not cover defects caused by the customer. This is particularly the case in the event of improper handling/use or incorrect installation of the waste container by the customer or violation of the duty to ensure public safety in accordance with point 8.

10.2. 14.1 Unless the customer is a consumer, they are obliged to inspect the waste container immediately upon receipt of the goods or upon delivery. If a foreseeable risk exists, the customer must notify Wastebox in writing within one working day of receipt or delivery, providing precise details including a description of the defect. The customer shall also provide Wastebox with a photo of the defect, otherwise all warranty, compensation and other claims of the customer shall lapse.

10.3. Claims for damages based on statutory warranty claims or other complaints can be asserted using the contact details provided in the imprint in accordance with point 1.

1. **Damages**

14.2 Wastebox's contractual and non-contractual liability is limited to intent and gross negligence, unless it concerns the violation of a essential contractual obligation.

(cardinal obligations) or injury to life, limb or health.

14.3 In the event of a slightly negligent breach of a material contractual obligation, Wastebox's liability shall be limited to the amount of foreseeable, typically occurring damage, but shall not exceed the amount of remuneration paid by the customer to Wastebox in the last twelve (12) months prior to the occurrence of the damage. Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies and may rely.

14.4 The above limitations of liability also apply to breaches of duty by persons for whose fault Wastebox is responsible under statutory provisions, as well as to any personal liability of Wastebox's legal representatives, employees and vicarious agents.

10.4. 14.5 Claims for damages by the customer against Wastebox are excluded unless Wastebox or its commissioned partner has acted with intent or gross negligence. Claims for compensation under clause 15.2 shall in any case become time-barred one year after the service has been provided. The limitation period shall only commence once the Wastebox customer becomes aware of the circumstances giving rise to the claim and the identity of the debtor, or should have become aware of them without gross negligence.

10.5. 14.6 The customer is liable for any damage for which they are responsible in accordance with the statutory provisions. They are liable, for example, for damage caused by loss or improper handling/use, in particular by the waste container, filling the waste container with unauthorised (incorrect) waste or waste that they have not commissioned Wastebox to dispose of, exceeding the maximum permissible total weight of the waste container, improper loading (e.g. protruding parts) or improper or unauthorised placement of the waste container, in particular unauthorised placement on public land. The customer shall indemnify and hold Wastebox and its partners harmless with regard to any claims asserted, e.g. with waste protruding beyond the loading edge of the waste container, uneven filling), improper relocation of the waste container or violation of traffic safety obligations in accordance with Section 12.3. The customer shall indemnify Wastebox against claims by property owners or public authorities that are attributable to a culpable breach of the customer's obligation under clause 12.4, sentence 1.

10.6. Wastebox accepts no liability for any delays in the execution of orders or late collections. The customer expressly agrees not to assert any claims for damages against Wastebox in this regard.

11.**15 Force majeure:**

15.1 In the event of force majeure, the affected party Wastebox shall be released from all obligations for the duration of the event in question, those obligations whose fulfilment is prevented by the force majeure event, and all deadlines applicable to Wastebox shall be automatically suspended.

15.2 For the duration of its effect, Wastebox shall be exempt from all obligations, those obligations whose fulfilment has become impossible or unreasonable due to the event of force majeure. Force majeure refers to all external events that are unforeseeable by Wastebox, occur externally and cannot be foreseen or averted by reasonable behaviour, such as confiscation, sovereign intervention, etc., which completely or partially prevent Wastebox from providing its services in any form. These include, in particular, war, terrorism, unrest, strikes, pandemics, earthquakes, storms and any other natural disasters and strikes. This also includes events that result in a total or partial operational failure due to explosion, fire, destruction of equipment, prolonged failure of transport, telecommunications, information systems or energy.

15.3 If Wastebox is unable to meet binding service deadlines due to force majeure ~~lasting longer than one month~~, Wastebox shall inform the customer of this immediately and at the same time notify them of the expected new service date. If the service is still not possible within the new deadline, Wastebox is entitled to withdraw from the contract; any consideration already paid by the customer shall be refunded immediately.

16 Evaluation of the service by the customer

16.1 ~~Customers~~ can evaluate both Wastebox and its partners via the Wastebox platform.

17 Termination of the framework agreement and individual orders

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

17.2 The customer's right to withdraw from the contract at any time in the case of work performance pursuant to Section 1168 of the Austrian Civil Code (ABGB) is excluded.

17.3 The right to extraordinary termination without notice for good cause ~~without a notice period~~ shall remain unaffected~~. In such a case, there shall be no claims for compensation or damages. In any case, wildcat strikes, staff shortages and lockouts~~ shall ~~not be considered events of force majeure~~.

~~12. Consent to advertising, data protection, reviews~~

~~12.1. The customer grants Wastebox consent, which may be revoked at any time, to receive information about products, services and other company-related information by telephone, SMS or email, in particular newsletters. The customer may revoke their consent to receive such SMS messages, emails or advertising calls at any time by sending a message to~~office@wastebox.biz ~~.~~

19 Adjustments

19.1 Wastebox reserves the right to amend and adjust these Customer Terms and Conditions with future effect in the event of changes in legislation, changes in case law or changes in economic conditions.

~~12.2. With regard to data protection, the provisions of the privacy policy, available on the Wastebox online portal, apply.~~

~~12.3. Customers can submit reviews of the service they have ordered via the wastebox online portal or the wastebox app. A valid login with a user name is required to submit a review. Photos of the situation being reviewed can also be uploaded with the review. By uploading the photo, the customer grants Wastebox, either on their own behalf or on behalf of the copyright holder, the exclusive and transferable right to distribute, modify, edit, publish or make available this photo without restriction in terms of time or location, without any remuneration being due. The publication of persons depicted who have not demonstrably consented to such publication is not permitted. The customer further guarantees that the uploaded photos are free of third-party rights and shall indemnify and hold Wastebox harmless in this regard.~~

~~13. Applicable law and place of jurisdiction~~

18 Amendments, applicable law, place of jurisdiction

18.1 No verbal side agreements to these Customer Terms and Conditions and contracts between the parties shall be made. Subsequent amendments or additions to these Customer Terms and Conditions or contracts between the parties must be made in writing to be effective, unless otherwise provided for in these Customer Terms and Conditions. This also applies to any waiver or cancellation of this formal requirement.

~~13.1.~~ 18.2 Austrian ~~substantive~~ law shall apply to this contract, excluding conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

~~13.2.~~ 18.3 The court in Graz shall have exclusive jurisdiction over all disputes arising from and in connection with these General Terms and Conditions for Customers and the contracts between the parties.