GENERAL TERMS AND CONDITIONS for customers

wastebox.biz

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

Version dated 2 March 2026

1 Scope of application, general conditions

1.1 These General Terms and Conditions ("wastebox.biz Customer GTC") apply to all business relationships between wastebox gmbh, headquartered 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 terms and conditions 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.

1.2 Unless expressly agreed otherwise in writing, these Customer Terms and Conditions shall also apply as a framework agreement for similar future contracts, in particular supplementary orders, between the parties, without the need to refer to these Customer Terms and Conditions again.

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

2 Definitions

2.1 Waste containers: 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 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

4.1 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. A contract for an individual order is only concluded after Wastebox has accepted the customer's offer (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

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 contract. Once Wastebox has received the order, the customer will be notified immediately by email. This does not yet constitute acceptance of the individual contract.

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 or the Wastebox platform.

4.5 The contract language is German.

4.6 Individual orders and process-related documents are stored by Wastebox and can be accessed by the customer on the Wastebox.biz platform.

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.

6 Cancellation, contractual rights of withdrawal

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

6.2 Customers have the right to cancel their order without giving reasons up to one hour before the agreed order date or, in the case of orders marked "as soon as possible", up to 10 minutes after the order confirmation has been sent. Cancellations less than one hour before the agreed delivery date can only be made by telephone on 059800 3000 and may incur a charge.

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 subject to the applicable statutory value added tax.

8.2 The agreed fees are agreed to 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 a measure for calculating the stability of value. The starting point is 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 data, such as address, order or object number; issuance of a printed delivery note/printed weighing slip; (additional) signing of documents; removal of containers due to termination of contract), 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.

9 Accounting, due date, payment, default

Invoicing shall take place after the service has been rendered on the basis of the delivery and weighing notes, or monthly in arrears by the 15th of the following month at the latest.

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 condition of payment.

9.1 The invoice is provided to the customer as an email attachment (PDF format), as an email to the email address stored by the customer on the Wastebox platform, as a download 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 on the Wastebox platform. Invoices and reminders sent to an address or email address of the customer that the customer has stored in their profile on the Wastebox platform at the latest at the time of invoicing shall be deemed to have been received by the customer.

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

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 containers provided without delay and to return 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 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 by Wastebox with undisputed or legally established claims. The same applies to the customer's rights of retention.

11 Delivery and collection of waste containers. Performance period

11.1 The customer shall inform Wastebox of the desired location for the waste containers when placing the order. Unless otherwise agreed, delivery shall be made to the project address stored on the Wastebox platform at the time of conclusion of the contract.

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

11.3 Wastebox shall endeavour to adhere to the delivery times. If delivery delays are foreseeable, Wastebox shall notify the customer immediately, at least in text form or by telecommunication.

11.4 The occurrence of a delay in performance by Wastebox is 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 in whole or in part 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

12.1 Waste containers can only be delivered to the desired installation site if the following requirements for the installation site, 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. The access road to the installation site, the installation site itself and a clear area within a radius of 15 m around the waste container must be level, solid, suitable for vehicles with a total weight of 18-40 t, have a passage width of at least 3.5 m and a clear 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 rights of Wastebox, e.g. in the event of an exclusion of the obligation to perform due to impossibility, remain unaffected.

12.2 The customer must protect waste containers without covers against weather conditions (rain, snow). The customer must ensure that the maximum storage period for the respective type of waste, as specified in the service description for the respective service published on the Wastebox platform, is not exceeded.

12.3 In the period between delivery and collection of the waste containers, the customer is responsible for ensuring that neither persons nor third-party property are harmed 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 obtain the consent of the property owner and/or the approval of the competent authority for the installation of the waste container on public land and/or for driving on public land at their own expense by the time of delivery of the waste container at the latest. Wastebox may make delivery conditional upon proof of such consent or approval.

13 Handover and acceptance of waste disposal

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

13.2 The waste fraction permitted for the respective waste container can be viewed on the Wastebox.biz platform and is specified in 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 reclaim at least the costs of travel and empty runs from the customer. Wastebox's legal claims remain unaffected.

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 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 placed in the booked waste container ("incorrect disposal"), the customer shall pay the actual additional (disposal) costs of environmentally sound disposal of the waste or an agreed flat-rate surcharge.

13.5 Wastebox may recycle waste at its discretion or, if legally permissible, dispose of it.

14 Notification of defects

14.1 If there is a defect in the waste container or if such a defect becomes apparent during the provision of a service, or if a measure to protect the waste container against an unforeseen hazard becomes necessary, the customer must notify Wastebox immediately in writing, describing the defect. The customer should also send Wastebox a photo of the defect.

15 Compensation

15.1 Wastebox's contractual and non-contractual liability is limited to intent and gross negligence, unless it involves a breach of a material contractual obligation (cardinal obligations) or injury to life, limb or health.

15.2 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 damages, 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.

15.3 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.

15.4 Claims for damages by the customer under clause 15.2 shall become time-barred after a limitation period of one year. The limitation period shall only commence once the 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.

15.5 The customer shall be liable for damages for which they are responsible in accordance with the statutory provisions. They shall be liable, for example, for damages caused by loss of waste containers, filling of waste containers with waste that Wastebox has not been commissioned to dispose of, exceeding the permissible total weight of the waste container, improper loading (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 indemnifies 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.

16 Force majeure:

16.1 In any case of force majeure, Wastebox shall be released from all obligations for the duration of the event in question and all deadlines applicable to Wastebox shall be automatically suspended.

16.2 "Force majeure" refers to all external events unforeseen by Wastebox that 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, total or partial operational failure due to explosion, fire, destruction of equipment, prolonged failure of transport, telecommunications, information systems or energy.

16.3 If Wastebox is unable to meet binding service deadlines due to force majeure, Wastebox shall inform the customer of this immediately and at the same time notify them of the expected new service time. If the service is also not possible within the new deadline, Wastebox is entitled to withdraw from the contract; any consideration already provided by the customer shall be refunded immediately.

17 Evaluation of the service by the customer

17.1 Customers can evaluate Wastebox or its partners via the Wastebox platform.

18 Termination of the framework agreement and individual orders

18.1 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.

18.2 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.

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 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 shall require at least text form 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.

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

19.3 The competent court in Graz shall have exclusive jurisdiction for all disputes arising from and in connection with these Customer Terms and Conditions and the contracts between the parties.

20 Adjustments

20.1 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.