GENERAL TERMS AND CONDITIONS for PARTNERS

wastebox.biz

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

Version dated 2 March 2026

1 Scope, terms, general conditions:

1.1 These General Terms and Conditions ("wastebox.biz Partner GTC") apply to all business relationships between wastebox gmbh, with its registered office at Hans-Roth-Straße 1, 8073 Feldkirchen bei Graz (hereinafter referred to as "Wastebox") and companies that are commissioned by Wastebox via the Wastebox.biz platform or by other agreement as subcontractors to provide waste disposal services (hereinafter referred to as "Services") (hereinafter referred to as "Partners").

1.2 Unless expressly agreed otherwise in writing, these Partner Terms and Conditions shall also apply to similar future contracts between the parties without the need to refer to these Partner Terms and Conditions again.

1.3 The Partner's General Terms and Conditions shall not apply insofar as and to the extent that they deviate from or supplement these Partner Terms and Conditions; 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 to the extent that Wastebox agrees to the validity of the Partner's General Terms and Conditions in writing. In this sense, in particular, actions taken by Wastebox to fulfil the contract shall not be deemed to constitute acceptance of the Partner's terms and conditions.

1.4 All terms and definitions used in these Wastebox.biz Partner Terms and Conditions are based on the relevant Austrian laws in their currently valid version, in particular the latest valid version of the Waste Management Act.

2 Definitions

2.1 "**Waste container**": Containers provided via the Wastebox platform as transport containers for the services (e.g. Wastebox waste skips, Wastebox 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 a specific location and a waste container collected, or to have a full waste container exchanged for an empty 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 "**Individual order**": The order concluded in accordance with this framework agreement for the provision of a service requested by a Wastebox customer.

2.5 **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.

2.6 "**Customer**": Customer of Wastebox

2.7 **"Customer Terms and Conditions"**: The general terms and conditions valid from time to time between Wastebox and its customers.

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

3 Framework agreement (registration)

3.1 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 only comes into effect when Wastebox sends the partner personal access data with which the partner can log in to the Wastebox platform. The framework agreement applies to all future individual orders in accordance with Section 6. Wastebox is under no obligation to conclude individual orders with the partner.

4 Partner's obligation to respond to customer offers

4.1 The framework agreement obliges the Partner to respond to offers in the legal sense, i.e. enquiries from customers via the Wastebox platform, under the agreed terms and conditions, in particular the General Terms and Conditions between Wastebox and its customers in their currently valid version, as a subcontractor commissioned by Wastebox.

5 Other obligations of the Partner under the framework agreement

5.1 The Partner shall ensure that it is authorised by law to provide the services in relation to the waste it takes possession of. In particular, the Partner must ensure that, where necessary, it has notified the competent authority of its activities and that it has been granted the necessary authorisations or permits for the collection and transport of waste that it takes possession of. If the Partner loses its authorisation to perform the service or a necessary authorisation or permit, it shall notify Wastebox immediately in writing.

5.2 The Partner shall provide the personnel and material resources necessary for the performance of the service in accordance with the contract. In particular, the Partner shall also ensure that Wastebox operations continue even in the event of staff and/or vehicle shortages. The Partner is responsible for purchasing the infrastructure required to use the Wastebox platform, such as smartphones or tablets with iOS or Android operating systems with mobile internet access, at their own expense and, if necessary, making it available to their drivers.

5.3 After concluding 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 provide its drivers who are to be deployed to fulfil individual orders for Wastebox with appropriate training in the use of the Wastebox portal.

6 Conclusion of contract for waste disposal contract, individual orders from partners

6.1 The partner undertakes to carry out individual orders in accordance with these Partner Terms and Conditions and in compliance with Wastebox's obligations under the Customer Terms and Conditions and all applicable legal regulations. In particular, the partner must fulfil the technical requirements necessary for the provision of the service and employ sufficiently qualified personnel.

6.2 A customer's order on the Wastebox platform is considered an offer to conclude a waste disposal contract. A waste disposal contract is only concluded when the partner, as a subcontractor commissioned by Wastebox, accepts the customer's request on behalf of Wastebox and only under the conditions specified on the Wastebox platform. Upon acceptance of the customer's offer by Wastebox, the individual order of the partner as a subcontractor contract between Wastebox and the partner is also concluded.

6.3 Before the offer is finally accepted, the data entered by the partner that is relevant to the individual order is summarised in an overview. The partner can check the details of the individual order there once again and correct them if necessary. Only when the partner, as Wastebox's authorised subcontractor, clicks on the "Accept order" button does the customer's order become binding on Wastebox. After the offer has been accepted, the customer is immediately notified via the Wastebox platform.

6.4 Before accepting the offer, the partner has the option of specifying a delivery date on the Wastebox platform that differs from the customer's desired date. However, neither Wastebox nor the customer are obliged to accept this different delivery date.

6.5 The contract language is German.

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

7 Wastebox's contractual right of withdrawal in the event of cancellation of an order by the customer or withdrawal by the customer

7.1 Wastebox is entitled to cancel the corresponding individual order with the partner if a customer has cancelled their order for a service in accordance with the customer's terms and conditions or has withdrawn from the order. This does not apply if Wastebox is responsible for the customer's cancellation. If an order is cancelled by the customer, the partner will be informed immediately of the cancellation of the individual order. The partner cannot demand remuneration for the cancelled individual order; any claims for damages by the partner in accordance with statutory provisions remain unaffected.

8 Type and scope of the service

8.1 Wastebox commissions the Partner to perform services for Wastebox customers. The type and scope of the service commissioned for each individual order are specified in the individual order and supplemented by 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 friendly manner in accordance with the respective individual order pursuant to Section 2 (5) AWG.

8.3 The Partner must perform 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 "broom-clean" upon delivery.

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

9.3 Before installing the waste container on land that is not owned by the customer, the partner is obliged to obtain written consent from the customer from the property owner and/or approval from the competent authority for the installation of the waste container on public land, unless the partner is already aware of the consent or approval.

9.4 If the Partner determines that the requirements for the installation site in accordance with Sections 9.2 to 9.3 are not met, the Partner shall notify Wastebox thereof, stating the exact reason.

9.5 The Partner shall inform Wastebox if it becomes aware that customers are not adequately protecting waste containers from weather conditions.

10 Place of delivery, delivery period, delays

10.1 The Partner is obliged to provide the service specified in the individual order at the location chosen by the customer. Unless otherwise agreed, the number of waste containers agreed in the individual order shall be delivered to the address specified by the customer on the Wastebox platform "free to the location". This is also the place of performance 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 must inform both Wastebox and the customer, stating the expected delivery or collection time.

10.4 The Partner is obliged to notify Wastebox immediately if delivery or collection is impossible or delayed due to circumstances for which the customer is responsible or which originate from the customer's sphere of influence (e.g. lack of permission to place waste containers on land not owned by the customer). In such cases, the Partner shall document any journey to the customer by taking photographs of the surroundings of the delivery or collection location specified by the customer.

11 Collection and transport of waste

11.1 Upon collection of the waste, the Partner becomes the owner of the waste and assumes full responsibility for the proper and lawful treatment, recycling or disposal of the waste from that point onwards. The Partner indemnifies Wastebox against all third-party claims arising from the transfer of ownership of the waste.

11.2 Within the scope of these Partner Terms and Conditions, the Partner may only take possession of and transport waste whose disposal is offered via the Wastebox platform. If the Partner nevertheless takes over the disposal of other waste, this is done 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 a type that is not suitable for the waste containers used. The type of waste permitted for each waste container can be viewed on the Wastebox platform.

11.3 If customers have filled waste containers that are not suitable for this type of waste, the Partner shall document this on 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 if the waste containers used are not suitable for safe transport (e.g. in the case of asbestos waste), the transport of the waste containers shall not be carried out initially. The partner shall immediately report this to Wastebox via the Wastebox platform and upload photographs documenting the filling of the waste containers with incorrect waste. Wastebox shall then decide whether the waste can nevertheless be collected and disposed of by the partner at the price agreed for the respective type of waste (see section 13.1) and shall inform the partner of this decision. If Wastebox decides to do so, the customer must agree to this change in the type of waste and any price change on the Wastebox portal before disposal. If Wastebox decides against this, clause 11.2, sentence 2 shall apply accordingly.

12 Withdrawal

12.1 If the Partner does not deliver and/or collect waste containers within the agreed delivery and/or collection period, Wastebox may withdraw from the individual order in accordance with the statutory provisions. Notwithstanding this, the Partner shall reimburse Wastebox for any damages or other costs incurred by Wastebox as a result of a delayed delivery and/or collection of waste containers for which the Partner is responsible, or shall indemnify Wastebox against such damages or costs.

13 Remuneration, proceeds from recyclable materials

13.1 The prices for the customer are determined by Wastebox.

13.2 The prices for the performance of waste disposal services by the Partner are specified in the annual agreements (contract year) concluded between Wastebox and the Partner.

13.3 Any fees for the rental of waste containers shall be calculated on a full-day basis. The Partner shall be entitled to rental fees from the day after the waste container is set up un ly to the collection date specified by the customer. The partner is not entitled to any rental fees 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.

13.4 Prices are exclusive of applicable statutory value added tax, but include ALSAG.

13.5 The partner is obliged to notify Wastebox of any pricing errors that the partner has made on the Wastebox platform.

13.6 In order to ensure settlement of the proceeds from recyclable non-ferrous metals (such as aluminium, copper, cables, etc.), the Partner is obliged to take meaningful photographs of all non-ferrous metals prior to transport and recycling and to document these on the Wastebox platform.

13.7 Proceeds from recyclable materials: 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 scrap material revenues 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 scrap material revenues.

14 Terms of payment

14.1 The partner's remuneration shall be settled monthly for all services rendered 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. Remuneration is due within 30 calendar days of complete performance or receipt of a proper invoice, with the period beginning at the earliest on the last calendar day.

14.2 Orders that are not completed or reported back by the Partner within the agreed delivery and/or collection period may be submitted to Wastebox for billing up to a maximum of six (6) months after the expiry of this period (preclusive period). Any attempts at billing by the Partner that exceed this period will be rejected.

14.3 The absence of documentation in accordance with Section13.6 excludes the billing of non-ferrous metals via Wastebox.

14.4 The Partner shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

15 Non-solicitation clause, customer protection

15.1 The Partner undertakes not to actively poach any Wastebox customers who are known or should be known to the Partner in relation to Wastebox's field of activity and not to make any direct offers to them (i.e. outside the Wastebox platform). Offers made in the course of a public tender are not covered by this non-competition clause. This non-competition clause does not apply to types of waste that are not offered on the Wastebox platform. Services provided by partners to their partner customers are exempt from this non-competition clause.

16 Compensation

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

16.2 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 Wastebox to the partner 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 Partner regularly relies and may rely.

16.3 The above limitations of liability shall 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.

16.4 Claims for damages by the Partner pursuant to Section 16.2 shall become time-barred after a limitation period of one (1) year. The limitation period shall only commence once the Partner 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.

17 Reviews

17.1 The Partner is aware that customers can rate the Partner after completion of the individual order and that this rating can be viewed by all Wastebox customers.

18 Subcontractors, change of contractual partner

18.1 The Partner may have the service performed by reliable subcontractors. The Partner shall ensure that its subcontractors, insofar as it uses them to fulfil individual orders, comply with all obligations under these Partner Terms and Conditions and statutory provisions.

18.2 Wastebox reserves the right to transfer its rights and obligations under 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 will 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 writing.

19 Termination of the framework agreement and individual agreements

19.1 The framework agreement is concluded for an indefinite period and may be terminated in writing with three (3) months' notice to the end of the respective month, but not before any minimum contract term agreed with the partner. 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 continue to 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 side agreements to these Partner Terms and Conditions and contracts between the parties shall be made. Subsequent amendments or additions to these Partner Terms and Conditions or contracts between the parties shall require at least text form to be effective, unless otherwise provided for in these Partner Terms and Conditions. This also applies to any waiver or renunciation of this formal requirement.

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

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

21 Adjustment

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