

TERMS FOR THE DELIVERY AND TREATMENT OF WASTE



- 1.) AVR GmbH (hereinafter referred to as AVR) carries out collection and treatment orders exclusively based on these terms and conditions. Divergent conditions of the customer are not valid.
- 2.) Deliveries of waste are accepted only with a fully completed and duly signed AVR order and delivery note. For hazardous waste a completed and duly signed waybill must also be provided before the handover. AVR is not obliged to check the customer's signing authority.
- 3.) Incoming waste should be labelled according to amount, type, composition and level of hazard. The designation shall be made using the name and code number used in ÖNORM S 2100, as well as according to the material group classification under ADR/RID. If a clear assignment to a key code is not possible or the relevant key code is not suitable for representing all specific risks (for example in the case of mixed materials), an accurate specification shall be made of those substances from which the delivered material constituted. The handover of samples does not replace the mandatory declaration.
- 4.) The customer expressly acknowledges that it is liable for all consequences and damages that occur due to inappropriate or incorrect labelling or through incomplete or false declaration of waste, or through no declaration at all.
- 5.) Estimates are not binding, even after sampling. AVR is entitled to re-investigate the correct labelling and the composition after delivery. The result of this examination shall be binding for further treatment and invoicing of costs. If the product declaration of the customer is not accurate, the costs for further analysis shall be borne by the customer. To determine the amount of the delivered material, the weighing by the receiving office of AVR shall prevail.
- 6.) Price agreements apply only as far as the waste delivered corresponds to the amount and composition of the product declaration. Otherwise, the costs referred to in the latest price list for preparatory processing, analysis, containers, processing, etc. shall prevail.
- 7.) Waste must be delivered in waterproof containers suitable for storage, the lids of which have to be secured against easy opening. All containers must be legibly labelled with the name, address of the contracting authority, order and delivery note, identification of substances and the ADR/RID marking. The labelling must conform to the relevant AVR order and delivery note. The customer is liable for additional expenses and damages resulting from the use of unauthorized, unsuitable, defective or improperly designated containers.
- 8.) To ensure continuous operation, AVR must be promptly notified of all deliveries ahead of time and the schedule must be complied with. Delivered media remain the property of the customer until their handover is confirmed to the customer by written confirmation on the AVR order and delivery note or waybill. Deliveries are made at the expense of the customer, and the instructions of AVR staff must be complied with.
- 9.) In the case of a justified refusal of acceptance, the customer or carrier shall have no claims of any kind against AVR. AVR will not store hazardous waste which it has not accepted.
- 10.) Insofar as the transport of waste is organised and commissioned by AVR, this is at the expense and risk of the customer. The customer shall, unsolicited, provide AVR as well as the carrier with all information required for transport under the Dangerous Goods Act and other regulations, and transfer the required and duly completed accompanying documents in a demonstrably complete form, and assure themselves of the authorisation of the driver and the suitability of the transport vehicle, as well as of compliance with the mixed loading prohibitions, before the transport vehicle is loaded. The customer shall indemnify AVR and hold it harmless from all consequences of the failure to meet these obligations.
- 11.) AVR is obliged to accept waste only under the statutory provisions. It is entitled, even if it has previously agreed acceptance, to refuse the acceptance of waste if the AVR order and delivery note or statutory waybill are missing or contain insufficient material labelling or incorrect information on quantities or weight. AVR is entitled to reject the acceptance of waste in damaged containers.

- 12.) Invoices of AVR are generally payable within 14 days after the invoice date. In case of late payment, interest at the rate of 12% per year from the invoice date shall be considered agreed upon. The customer agrees to reimburse all extrajudicial dunning expenses of a collection agency which has been commissioned.
- 13.) Offsetting counterclaims of any kind whatsoever against the claims of AVR is excluded if the counterclaims have not been explicitly recognised by AVR or determined by a court.
- 14.) Unless otherwise specified above, Austrian law, and particularly the Waste Management Act shall apply to the handover, acceptance and preparatory processing of waste.
- 15.) For all disputes arising from this contract, the jurisdiction of the court with subject matter jurisdiction in the domicile of AVR is agreed.