

# General Terms and Conditions and Customer Information

## Preliminary remark

The requirements of the European Union, most recently through Commission Directive 2013/2/EU of 07.02.2013 amending Annex I to Directive 94/62/EC of the European Parliament and of the Council on packaging and packaging waste (OJ L 37, 08.02.2013, p. 10), oblige manufacturers and distributors of packaging to take back or recycle it in accordance with the corresponding packaging regulations in the individual EU countries.

The Client is a producer in this sense and places such packaging on the market in various EU countries.

Interzero Recycling Alliance GmbH has made it its business to provide companies with analysis services for waste management and to support companies in fulfilling legal obligations or to identify and implement optimisation potential in waste management.

## § 1 Subject matter of the Agreement

This Agreement regulates the consultancy service of Interzero Recycling Alliance GmbH for EU-wide packaging take-back/packaging licensing and is concluded via the online portal "Lizenzero.EU" (hereinafter referred to as "online portal"). Depending on the service package selected, the Client receives an overview of the licensing obligations or options in the selected countries (basic package) and/or a step-by-step guide (premium package). The basic package can contain individual countries or country packages (e.g. Amazon package or EU package). If necessary, the information provided to the Client shall be updated during the term of the Agreement; such updates can be viewed in the online portal in each case. Further areas of cooperation, in particular the assumption of further obligations for the Client (e.g. reporting obligations), require a separate contractual agreement.

## §2 Obligations of the contracting parties

1. The Client shall calculate the quantity of packaging subject to system participation that it is expected to put into circulation in the respective contract year by material fraction and the selected EU countries for which the services of Interzero Recycling Alliance GmbH are claimed under this Agreement. The quantities communicated to Interzero Recycling Alliance GmbH are documented by the Client in the online portal. Further individual country-specific (mandatory) information (e.g. company headquarters and branches,

type of packaging, quantities) is stored by the Client in the online portal, provided he has selected the corresponding country options. The Client is responsible for the completeness and correctness of all information provided by him in the online portal; errors shall be at his expense. In the event of incomplete information, Interzero Recycling Alliance GmbH is entitled to suspend the consultancy service until it is completed.

2. Interzero Recycling Alliance GmbH shall provide the Client with an overview of the selected countries after payment of the respective agreed remuneration. Depending on the package selected, it contains, for example, information on the licensing obligation, a recommendation or selection of licensing or collection systems existing in the respective country, as well as any country-specific features. This overview serves as information and provides a decision-making basis for the Client for the further procedure of packaging licensing in the respective EU countries. The so-called "EU" basic package includes several European countries displayed during the ordering process and can be expanded by Interzero Recycling Alliance GmbH to include additional countries; in this case, the Client also receives access to the information of the countries newly added during this period during the term of the Agreement.
3. The Client will also receive an overview in his personal customer section listing the actions and deadlines to be initiated for the respective countries. He acknowledges that Interzero Recycling Alliance GmbH can only guarantee the accuracy of this information for the Agreement term agreed in accordance with § 5 paragraph 2. If the Client does not conclude a follow-up agreement with Interzero Recycling Alliance GmbH after the expiry of this period, the Client acknowledges that the application of this recommended course of action, which is valid for a limited period of time, may lead to violations of the respective national laws and official directives that are subject to fines.
4. If the conclusion of further agreements with disposal companies and/or authorities, notifications or other cooperative actions in the respective selected countries should be necessary for legally compliant licensing, the Client shall arrange and perform these independently. Interzero Recycling Alliance GmbH does not provide legal advice under the terms of this Agreement, nor does Interzero Recycling Alliance GmbH carry out the actual licensing of the Client's packaging in the respective countries. Such an assumption of the licensing obligations can only be assumed by Interzero Recycling Alliance GmbH, insofar as legally possible, within the framework of a further agreement to be concluded separately.

### **§3 Remuneration and settlement**

1. The Client shall pay the total fee documented in the online portal for all services provided under this Agreement. This shall be measured according to the scope of the services rendered specified therein. Payment shall be made by means of one of the payment methods offered in the online portal and shall be due immediately.
2. Interzero Recycling Alliance GmbH reserves the right to adjust the fees agreed in the online portal by unilateral declaration to the Client with a notice period of

- four months to the first of a month. In the event of an adjustment pursuant to sentence 1, the Client shall be entitled to terminate the Agreement in writing with a notice period of two months to the effective date of the fee adjustment.
3. The Client is only entitled to rights of set-off or retention insofar as his counterclaims are legally established, undisputed or recognised by Interzero Recycling Alliance GmbH.
  4. Invoices or credit notes are transmitted by Interzero Recycling Alliance GmbH in a digital/electronic manner.
  5. If the Client is in default of payment, Interzero Recycling Alliance GmbH is entitled to demand interest on arrears at the legally regulated rate applicable at the time of default in accordance with §§ 288 para.1, 247 BGB p.a. Interzero Recycling Alliance GmbH reserves the right to claim higher damages for delay.
  6. Statutory value added tax shall be levied on the fee.
  7. Payments by the Client shall be made by direct debit. The Client shall grant Interzero Recycling Alliance GmbH a direct debit authorisation for this purpose. Upon conclusion of the Agreement, Interzero Recycling Alliance GmbH shall send a form (cf. **Annex 1**), which must be completed and signed and returned to Interzero Recycling Alliance GmbH within 14 days of conclusion of the agreement.

#### **§4 Confidentiality / contractual penalty**

1. The parties undertake to treat as confidential the information disclosed to them for the purpose of implementing the Agreement.
2. The Client undertakes in particular to use the information made available by Interzero Recycling Alliance GmbH within the scope of the selected services exclusively for its own purposes and not to pass it on to third parties or publish it. In the event of attributable infringement, the parties agree on the payment of a contractual penalty to be determined by Interzero Recycling Alliance GmbH by the Client to Interzero Recycling Alliance GmbH in an appropriate amount, whereby Interzero Recycling Alliance GmbH will determine the amount at its reasonable discretion within the meaning of § 315 BGB (German Civil Code) and the appropriateness of the contractual penalty can be reviewed by the competent court in the event of a dispute. The assertion of further claims for damages by Interzero Recycling Alliance GmbH remains unaffected by the payment of the contractual penalty. In the event that further claims for damages are asserted, any contractual penalty already paid shall be offset against such claims.
3. The Client and Interzero Recycling Alliance GmbH will only disclose information to third parties if this is necessary for legal reasons or for the conclusion of a credit insurance policy or if they are requested to disclose by authorities and/or courts or if this is necessary for the assertion of payment claims or claims for the submission of reports.

## §5 Term / termination

1. The Agreement has a term of 365 days and ends automatically at the end of this period without the need for termination.
2. Interzero Recycling Alliance GmbH is entitled to an extraordinary termination of the Agreement after prior written warning, if the Client repeatedly violates his obligations, especially his payment obligations according to §§ 2 or 3 and/or essential cooperation obligations from this Agreement. If the Client violates the confidentiality agreements according to § 4 paragraph 2 of this Agreement, Interzero Recycling Alliance GmbH is entitled to terminate the Agreement extraordinarily with immediate effect.
3. The right of both parties to extraordinary termination of the Agreement for good cause remains unaffected. Good cause shall be deemed to exist in particular if insolvency proceedings are opened against the assets of the respective other party or if the opening of such proceedings is rejected for lack of assets.

## §6 Amendment of this Agreement

1. Interzero Recycling Alliance GmbH reserves the right to adjust individual or several provisions of this Agreement by unilateral declaration to the Client with a notice period of two months to the first of a month.
2. In the event of an adjustment pursuant to para. 1, the Client shall be entitled to terminate the Agreement in writing within a period of one month from receipt of the declaration on the entry into force of the adjustment.

## §7 Liability

1. Unless regulated otherwise in this Agreement, the parties shall be liable in respect of each other as follows:
  1. for any intentional or grossly negligent causation of damage by a party, its legal representatives or vicarious agents;
  2. in the event of intentional or negligent injury to life, body or health by a party, its legal representatives or vicarious agents;
  3. insofar as a party, its legal representatives or vicarious agents have fraudulently concealed a defect in an item or have provided an express guarantee;
  4. for claims under the Product Liability Act up to the maximum amount of liability provided for by law;
  5. unless a case covered by para. 1 lit. a) - d) exists, the parties shall only be liable in respect of one another for simple negligence in the event of a breach of material contractual obligations by the party, its respective legal representatives or vicarious agents, limited to the typically foreseeable damage. Material contractual obligations are contractual obligations the fulfilment of which is a prerequisite for the proper

performance of the Agreement and on the fulfilment of which the other party regularly relies and may expect to rely. The parties agree that the typically foreseeable damage shall not exceed €5,000,000.00 for property damage and €250,000.00 for other financial losses.

2. Any further liability of the parties is excluded.

## **§8 Final provisions**

1. The information on this Agreement compiled on the basis of the information provided by the Client in the online portal is an essential part of this Agreement.
2. The exclusive place of jurisdiction for disputes in connection with this Agreement is the registered office of Interzero Recycling Alliance GmbH. All claims arising from this Agreement shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
3. Amendments, supplements or termination of the Agreement must be made in text form. This also applies to the amendment or cancellation of this text form requirement itself. The Agreement is concluded online in text form.
4. The contractual language is German. Only the German language version of the Agreement is authoritative.
5. This Agreement including its annexes and supplements shall apply exclusively to the contractual services; Interzero Recycling Alliance GmbH does not recognise conflicting or deviating terms and conditions of the Client unless Interzero Recycling Alliance GmbH has expressly agreed to their validity in writing. The acceptance of quantity reports and/or the participation of the Client's packaging subject to system participation shall not imply Interzero Recycling Alliance GmbH's agreement to any conflicting terms and conditions of the Client.
6. Should one or more provisions of the Agreement be or become invalid, this shall not affect the validity of the Agreement as a whole and of all other provisions. In this case, the provision that comes closest to the economic intention of the parties at the time of the conclusion of the Agreement shall be deemed to have been agreed. The same applies in the case of a regulatory gap.