



## GENERAL TERMS AND CONDITIONS for the Contract on Subscription to the Interzero Collection and Recovery System for Waste Electrical and Electronic Equipment

### 1 Preamble

The Austrian Waste Management Act [*Abfallwirtschaftsgesetz/AWG*] and the Austrian Regulation on Waste Electrical and Electronic Equipment [*Elektroaltgeräteverordnung/EAG-VO*] contain obligations for enterprises that place electrical and electronic equipment (EEE) on the Austrian market. Those obligations may and must be transferred to authorized collection and recovery systems (CRS).

INTERZERO Circular Solutions Europe GmbH ("Interzero") operates an authorized CRS for waste electrical and electronic equipment (WEEE) from private households and

from commercial operations, and organises the collection and recovery of such WEEE in the territory of the Republic of Austria.

These GTC apply to EEE for private households and for commercial operations and to any other products for which the *EAG-VO* provides for subscription to a collection and recovery system.

Any reference in these GTC to the *AWG* and the *EAG-VO* is a reference to the version applicable from time to time.

### 2 Applicability of the General Terms and Conditions

Interzero concludes contracts on subscription to the Interzero collection and recovery system for EEE, as well as other products regulated in the *EAG-VO*, so that the obligations of the subscriber ("Partner") under the *EAG-VO* that may be transferred will be transferred to and fulfilled by Interzero on behalf of the contracting party (release from obligations [*Entpflichtung*]).

The said contracts will be based on these General Terms and Conditions as applicable at the time of conclusion of the contract, which shall be an integral part thereof. The GTC as applicable from time to time may be retrieved from the Interzero website at [www.interzero.at](http://www.interzero.at).

### 3 Subscription to the system

#### 3.1 Extent of subscription

For every collection and treatment category pursuant to the *EAG-VO* in which the Partner subscribes to the CRS of Interzero the Partner will subscribe completely with all the EEE and other products placed on the Austrian market by it, unless a statutory exemption from the subscription obligation applies.

Any expansion of the extent of the Partner's subscription to the system, including, without limitation, for products newly regulated in the *EAG-VO*, will become effective upon the first report of the reports provided for in Clause 3.4. *et seq.* and in this case will apply to the entire reporting period for which the report is made by the Partner.

Restrictions on the scope of release from obligations are permitted in accordance with and subject to the termination provision in Clause 6.2.

#### 3.2 Authorized representative

Partners with no registered office or establishment in Austria who, as a mail order company, deliver products regulated in the *EAG-VO* to end consumers in Austria via a distance sale (foreign distance sellers), and Partners whose registered office is in another EU Member State and who sell products regulated in the *EAG-VO* to others than end consumers in Austria are required to appoint Interzero

Circular Consulting Austria GmbH ("ICCA") as authorized representative for foreign distance sellers and as authorized representative for foreign persons in accordance with the provided forms of contract for products placed on the Austrian market.

#### 3.3 Calculation and reporting of subscription volumes

Pursuant to the *AWG* the Partner is required to make a full report of the masses placed on the market or imported for which it has subscribed to the CRS. Interzero assumes no liability with regard to the calculated subscription masses.

If the Partner places on the market both EEE for private households and EEE for commercial operations, the devices must be allocated to the relevant category. Allocation must be in line with the "WEEE equipment list" published on the website of the Federal Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology (BMK).

According to the BMK, accessories for initial equipment of a device must be treated as volume placed on the market and reported together with the device. All the parts that are required to fulfil the designated basic technical function and can be physically connected to the device means accessories. In particular, the following shall be considered

accessories and taken into account in the calculation of the EEE volume:

- accessories containing electrical and/or electronic components (e.g. cables, memory cards, remote control, SD card, etc.)

The following accessories will not have to be taken into account in the calculation of the EEE volume:

- packaging and enclosed documents, such as instructions for use, letters of guarantee and the like;
- accessories containing no electrical or electronic components (e.g. vacuum cleaner hose or nozzle attachments, toolbox or assembly material);
- batteries placed on the market together with the initial equipment.

The method described below shall be used to calculate the EEE volume. The Partner must ensure that calculation of the volume will be recorded in a comprehensible and verifiable manner.

Sales unit: calculation of the EEE volumes must be carried out for each sales unit in the relevant equipment category. By way of this method the relevant volume (weight) will be calculated on the basis of every identical sales unit (SU), the weight per SU and the number of SUs placed on the market.

The calculation basis for the relevant price is the volume (weight) per price category. The volumes per price category must be stated to the exact kilogram (kg). The unit weight per device must be stated in grams (g).

### **3.4 Annual forecast**

The Partner, with lump-sum reporters being exempt, will submit to Interzero an annual forecast (planned volume per price category) for the EEE placed on the market not later than upon conclusion of the contract. The forecast will serve as the basis for rough calculation of the charge for release from obligations payable by the Partner and the classification as a monthly, quarterly or an annual reporter. If no annual forecast is submitted, Interzero will classify the Partner into one reporting period.

### **3.5 Regular reporting**

If the annual charge amounts to or exceeds EUR 20,000 (net) the Partner will be classified as a monthly reporter. If the annual charge amounts to between EUR 1,500 and < EUR 20,000 (net) the Partner will be classified as a quarterly reporter. If the annual charge amounts to less than EUR 1,500 (net) the Partner will be classified as an annual reporter.

Depending on the classification as a monthly, quarterly or an annual reporter the Partner will advise the weight of the EEE per price category actually placed on the market on a

## **4 Charge**

### **4.1 Calculation of the charge**

The Partner must pay Interzero a charge for the latter taking on the obligations that may be transferred according to the EAG-VO. The charge will be calculated based on the masses placed on the Austrian market by the Partner per price category and reported to Interzero as well as on the applicable Interzero prices. The applicable prices (EUR/t)

monthly, quarterly or an annual basis by means of the "Regular Volume Report".

The volume report to be made by monthly and quarterly reporters is due on the last day of the calendar month following the billing period. The volume report to be made by annual reporters shall be made together with the forecast not later than fourteen days after conclusion of the contract and in subsequent years together with the year-end report.

If no WEEE is placed on the market by the Partner during a reporting period, the Partner will have to make a nil or zero report.

### **3.6 Lump-sum report**

Annual reporters who place only small volumes of EEE on the Austrian market per year may use the "Lump-sum report for small traders". The relevant amount will be invoiced to those traders once a year in accordance with the applicable Interzero price list. Thus, no report of actual volumes per price category will be necessary. However, the Partner (lump-sum reporter) is required to evaluate the masses of EEE placed on the market by it on an annual basis and inform Interzero if the stated lump-sum limit is exceeded.

### **3.7 Year-end report**

Irrespective of the classification as a monthly, quarterly or an annual reporter the Partner must make a year-end report by 1 March for the previous calendar year. For that purpose Interzero will in a timely manner provide a year-end report containing the volumes for the relevant calendar year reported so far.

If deviations from the volumes actually placed on the market are identified, the Partner must correct the form accordingly. If no deviations are identified, accuracy of the reported EEE volumes must be confirmed. The year-end report checked by the Partner must then be sent to Interzero by the Partner.

In the case of termination of this contract the Partner must submit a final contract report analogously to the year-end report. For that purpose the Partner will provide Interzero with an overview of the relevant volumes.

### **3.8 Mode of reporting**

The relevant masses for which the Partner subscribes to the system must be reported via the Interzero internet portal by means of the (electronic) forms provided. The subscriber will be given access data for it to use the Interzero internet portal. The Partner is responsible for ensuring that the access data will not be disclosed to unauthorized third parties.

will be published at [www.interzero.at](http://www.interzero.at) under "Price overview".

Interzero has the right to fix a lump-sum charge in the price overview for subscribers who do not place more than the annual masses defined in the price overview on the market (lump-sum charge for small traders). Interzero has the right to fix a reasonable minimum charge and/or an additional processing charge to be paid by subscribers for low annual

licence fees. The minimum charge and the processing charge will be published in the price overview.

## 4.2 Changes

Interzero has the right to change the prices, price categories and the price structure, the lump-sum charge as well as the minimum charge and the processing charge as of the first day of every month. Such changes will be published by Interzero at [www.interzero.at](http://www.interzero.at) not later than one month before the changes will enter into force, where possible. If the Partner does not agree to such changes, the Partner may exercise its right to terminate the contract for cause as defined in Clause 6.4.

## 4.3 Invoice; Terms of payment

Invoices issued by Interzero must be paid net of expenses and deductions within a period of 14 days of the date of issue. If the relevant charge for release from obligations is not paid by the due date, default will occur as of midnight of that day. In the case of default the Partner must pay interest of 4% above the base rate of the ECB.

Unless they constitute counterclaims of the Partner vis-à-vis Interzero that have been recognised by Interzero or ascertained in a non-appealable/final manner by a court,

## 5 Auditing rights

### 5.1 Audit

Interzero has the right to audit the subscription masses placed on the market (in particular with regard to accuracy and completeness of the masses placed on the market and reported by the Partner) in the Partner's enterprise after timely notice either itself or have them audited by an independent auditor of its choice who is subject to an obligation to maintain secrecy. This applies also to cases where an authorized representative has been appointed in accordance with Clause 3.2. Interzero will also have that right for the year following termination of this contract. The Partner will also grant the above auditing rights to an authorized coordinating body and the auditors instructed by the same.

Under the AWG the Partner is obliged to cooperate reasonably with regard to the audit. For that purpose the Partner will retain and make available all records that are necessary for verifying the accuracy and completeness of the report of the masses placed on the market in accordance with the statutory periods and will grant access to its premises and IT systems and cooperate in all audit procedures.

### 5.2 Audit result

If an audit reveals that the Partner's reports were inaccurate or incomplete, the Partner must make a correction report immediately. Repayments or additional payments resulting therefrom must be settled immediately. The Partner will have to pay interest of 4% above the base rate of the ECB for additional payments.

## 6 Term of contract; Termination

### 6.1 Commencement and term of contract

The signed contract will enter into force on the day stated

the Partner will not be allowed to offset them against any charges for release from obligations that may be payable to Interzero or to withhold the same.

If the Partner fails to make the monthly, quarterly or annual report in time, Interzero will be entitled, notwithstanding any other claims, to charge the Partner analogously to previous periods or to the annual forecast.

If the contractual services are provided to enterprises with no permanent establishment or registered office in Austria that is relevant in terms of VAT, the relevant VAT regulations must be complied with.

By selecting the payment method SEPA direct debit order, Interzero is authorized until further notice to collect the agreed amounts payable via SEPA direct debit from the account advised by the Partner. At the same time the Partner instructs its bank to honour SEPA direct debits drawn on its account. The Partner must be notified in advance not later than five days before the due date for the first or one-off direct debits and not later than two days before the due date for subsequent direct debits. In the case of a returned direct debit the Partner is obliged to bear the costs arising in this connection.

In accordance with Section 29 (14) of the Waste Management Act, Interzero must impose a penalty of 20% of the shortfall in the name and for the account of the authorized coordinating body in the event that, when checking the declarations of a partner for periods from 1.1.2022, more than 5% of the respective total annual mass notified per tariff category was too low. For periods from 1.1.2024, Interzero must add a penalty of 20% of the deficit in the name and for the account of the authorized coordinating body if more than 5% of the licence fees paid for a calendar year are underpaid. The same applies in the event that more than 5% of the surcharges or cost compensation payments were underpaid in accordance with an ordinance pursuant Section 14 (1) of the Waste Management Act. This penalty must be claimed regardless of any fault on the part of the partner from an amount of €50 in addition to the contractual fee and is not subject to judicial mitigation. This penalty can be claimed by Interzero and the authorized coordinating body.

If an additional payment by the Partner is the result of inaccurate or incomplete information given wilfully or with gross negligence or if the Partner violates retention periods or is responsible for a situation where the audit cannot be concluded properly, the Partner must reimburse Interzero the audit costs incurred. If the audit cannot be concluded properly and the Partner is responsible for that, Interzero, the auditor instructed by it or the authorized coordinating body will have the right to estimate the masses placed on the market and take the estimate as a binding basis for calculation of the owed charge for release from obligations. Repayments and additional payments resulting therefrom must be dealt with as described above.

at the bottom of the contract and will be concluded for an indefinite period of time.

## 6.2 Termination by notice

The contract may be terminated as of the end of any calendar year by giving six months' notice and for the first time as of the end of the first complete calendar year.

## 6.3 Termination without notice

If there is an important reason (cause) for termination, the respective other party to this contract will have the right to terminate the contract without notice. This applies where:

- (a) insolvency proceedings are opened over the other party (confirmation by the insolvency administrator) or where such insolvency proceedings are dismissed for lack of assets;
- (b) a party discontinues its business operations;

- (c) a party fails to fulfil material contractual obligations repeatedly or after a reminder and after a reasonable grace period was granted.

## 6.4 Termination by notice for cause

The contract may be terminated by giving four weeks' notice with effect as of the end of any calendar quarter:

- (a) by either party if, as a result of official measures or a change in the legal situation, the legal bases for the parties change in such a way that profound consequences for the present contractual relationship arise;
- (b) by the Partner, if Interzero announces a price increase, increase in the minimum charge or processing charge or in the lump-sum charge that concerns the Partner;
- (c) by the Partner if it does not agree to a material change as described in Clause 7.3.

## 7 Final provisions

### 7.1 Liability

Interzero's liability on account of the contract is limited to the covering sum amounting to € 5,000,000 that is provided by the maintained liability insurance policy in the case of (criminal) intent and gross negligence.

The partner's cooperation is required for fulfilling the contractual obligations according to the contract. All of the partner's claims against Interzero are excluded and the partner is obligated to keep Interzero completely free from damages and claims – also against third-party claims – whenever the partner cannot carry out the cooperation that is stipulated in the contract.

### 7.2 Commissioning of third parties

Interzero is entitled to commission third parties with implementing the participatory contract. Interzero will only commission those companies or business enterprises which guarantee proper implementation of the services for the purposes of the Packaging Materials Ordinance and compliance with all of the regulations that are relevant according to the Waste Management Law.

### 7.3 Alterations

Interzero is entitled to revise the contract, these General Terms and Conditions of Business, as well as the forms and information sheets that are used in connection with participation in the system without the partner's consent, by means of Interzero sending him a unilateral notification and subject to complying with a reasonable lead time, in order to ensure that the systems functions or to improve or adapt it to suit the altered underlying legal conditions. The partner can exercise the extraordinary right of cancellation according to Clause 6.4 in the case that he does not agree with essential alterations of contractual points or essential alterations of the provisions in the General Terms and Conditions of Business.

### 7.4 The written form

Except in cases of an implied amendment of the contract by non-termination according to 6.4 (see 4.3 and 8.3), any amendment and supplement to the contract shall be made in writing. This rule also applies to annulling the requirement for the written form. The cancellation must be made according to Clauses 6.2 to 6.4 by means of a registered letter. The contracting parties have not made any verbal collateral agreements.

### 7.5 Invalidity of individual provisions

If one of the contract's provisions is inoperative or unworkable, then this circumstance will not affect the contract's operativeness otherwise. The parties undertake in such a case to substitute the corresponding provision by an operative or workable provision which approximates as closely as possible to the spirit and purpose of the contract, as well as to its economic objective, insofar as possible. The same rule applies to any loopholes in this contract.