

I. Scope

The following Terms of Business apply to all our offers and services, including supplementary services, in the context of our business activity. By giving us the order or conclusion of a contract these Terms of Business become an integral part of the contract and the customer declares his acknowledgement and acceptance of the content of these Terms of Business. The Terms of Business are also valid for subsequent orders and for a continued business relation, even if not separately agreed upon verbally or in writing, or specifically mentioned in an order or order confirmation. The customer's Terms of Business are applicable only when confirmed explicitly and in writing.

II. Accomplishment of the Contract

Barring a written agreement to the contrary, all of our offers are non-binding. Orders, offers, contracts and contract changes, cancellations as well as all other agreements shall only be considered binding once they have been confirmed by us in writing; silence shall not be regarded as our consent.

III. Pricing/Payment Conditions

Offered prices are non-binding for lack of other agreements. If the delivery is delayed for reasons which are beyond our control, we are authorized to raise the prices according to the general price increase for the respective products. The compensation to be paid for our services by the customer is calculated based on the prices that are valid on the day our services are performed, unless fixed prices are explicitly stipulated in offers, orders, contracts or order confirmations.

The compensation we are entitled to get according to the preceding rules is to be paid immediately after receipt of invoice. Payment date is the day we receive the amount in cash or the day the amount is credited to our account, the customer bears the risk of the method of payment. In the event of delayed payments (as of due date) monthly interest will be charged according to the base lending rate for overdrafts in Austria under retention of assertion of further claims for damages. Discount and collection fees are at the expense of the customer. C checks shall be accepted under reserve of the received amount. If the customer is a corporate client, the "Zinsrechtsänderungsgesetz" (ZinsRÄG) is applicable.

IV. Take-over Obligations

Materials, waste and other substances, hereinafter referred to as "materials", that are handed over to us for treatment, recycling or dumping become our property. Materials which are wrongly or incompletely declared, or whose composition is doubtful, become our property only if we especially declare the change of property. If a visual examination can not clarify the legitimacy of the delivery and only an analysis can clear whether the delivered materials can be legally dumped or treated in the intended manner we reserve the right to refuse acceptance of The Material.

Upon our request, the customer is obliged to take back materials which were taken by us due to a wrong or incomplete declaration. If a return has to be done because of an inappropriately performed delivery of material, we reserve the right to carry out a proper disposal or temporarily store The Material at an appropriate interim storage facility at the previous owner's expense, should the previous owner not take back The Material within an adequate period or refuse to take back The Material. If damages result for us because of a false declaration of the delivered or taken material, the customer is responsible for compensation of this damage. The customer explicitly declares that there is neither hazardous material nor used oil contained in the delivery.

If the delivered material includes recyclable substances which were not declared at the time of delivery, we reserve the right to reject the delivery, even if it has already been accepted. If we transport The Material to our dumping site or to another treatment location, we reserve the right to return The Material without explicitly cancelling the contract if it is later determined that The Material is not suitable for the contractually stipulated disposal, or if it has been wrongly declared. In this case, the customer has to balance the accumulated costs and damage.

V. Withdrawal

If an insolvency proceeding is started entailing the customer's assets, or is not started due to a lack of assets, if an impounding process is in action or if there is a breach of contract or these Terms of Business we have the right to withdraw from the contract without resulting damage compensation entitlements for the customer.

VI. Customer's Complaints/Compensation Entitlements/Contractual Exclusion of Setoff

Faults or defects must be reported in writing by the customer immediately or, at the latest, within three days. The customer's complaint must be submitted to us within the time limit. The customer shall grant us the chance to remedy possible faults within a reasonable period of time, whereby the decision lies with us whether to correct faults and balance deficiencies or to reduce the price accordingly. In cases of damage caused by us in the course of fulfilling the contract, we are liable only for our own gross negligence or the gross negligence of those subsidiaries that act for us. The customer is not permitted to offset his possible claims with our claims.

VII. Special Terms for Consumer Business

If regulations of the consumer protection law (KSChG) are mandatorily valid, these are to be applied. If the customer is consumer according to the KSChG, he shall take note of the following instructions in accordance with article 3, paragraph 1 of the KSChG: „If the consumer has made the contractual agreement at neither the seller's permanent business premises nor a designated booth at a fair or a market, he has the right to withdraw from the contract or the contract application. This withdrawal can be explained up to the point of the effectiveness of the contract or within one week after that. This period begins with the handing over of a document to the consumer, which contains at least the name and the address of the seller, the details necessary for the identification of the contract, as well as instructions concerning the right of withdrawal, at the earliest, however, with the effectiveness of the contract.



VIII. Place of Fulfilment, Place of Jurisdiction and Applicable Law

Place of fulfilment for customer obligations is our company headquarters in Götzis , unless another place of fulfilment has explicitly been agreed upon in writing. Regarding all obligations on our part, we have the right to choose either our operational facility in Götzis or one of our further operational facilities as the place of fulfilment . Place of jurisdiction for all disputes involving this contractual relationship is the court responsible for Götzis, whereby we are also authorized to take legal action at either the customer's domicile or at the place of fulfilment. In the context of the electronically administered data, the data required for the order processing are stored. The data shall be dealt with confidentially and shall only be passed on to third parties for monetary or payment transactions when deemed necessary. The contractual relations are subject to Austrian law.

IX. Blanket Clause

Should these Terms of Business, any part thereof or any other agreements be invalid, they shall be replaced by those terms or agreements that most closely reflect the same economic purpose.