

# GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all present and future contracts between the company RLS-Tech GmbH and the client.

## 1. Secrecy

All written documents and information must be treated confidentially and not made accessible to third parties (except legally required information).

## 2. Conclusion of the contract

Unless otherwise agreed in writing, all our offers are non-binding with regard to all specified data provided, including quantity and price. The offers are subject to typographical errors and other misconceptions. Specified terms of delivery and service are non-binding, unless expressly agreed in writing as fixed dates. If our order confirmation contains changes to the order / offer, these are assumed to be approved by the customer unless the Customer protests against them in writing without undue delay.

## 3. Prices

The costs for the services of the company RLS-Tech GmbH will be charged to the client according to the latest prices. The prices are net, without VAT, unless otherwise agreed. The accounting takes place after takeover. Should there be a price change due to misdeclaration, we will arrange a subsequent charge.

## 4. Payment

Unless otherwise agreed, all payments must be made in euros within 14 days of the date of invoice without deduction. In the case of delay of payment, we compute interest usual in banking, as well as possible dunning and collection charges. A discount is only granted on the basis of express agreement in writing.

## **5. Delivery & takeover regulations**

RLS-Tech GmbH reserves ownership in all goods/delivery items supplied by us until full payment of the invoice amounts plus interest and costs. We are only obligated to take over the wastes and recyclables which we are entitled to collect or treat at the time of delivery and which meet the quality and acceptance criteria specified in the offer. Before the waste is handed over, the contracting party must submit all documents required by law - in particular required accompanying documents. The contractual partner must declare the delivered material exactly according to the respectively valid legal regulations, Austrian standard ÖNORM and limit values, in particular according to type, composition, danger, quantity and origin. The client is solely liable for consequences and damages that arise as a result of inadequate or incorrect labeling.

## **6. Warranty and damages**

The contracting party is obliged to immediately check the services provided by us and must notify us of any defects immediately, in writing, under exact specification of the defect, otherwise all warranty, damage and other claims of the contracting party expire. If the RLS-Tech GmbH is liable for damages, it is liable only for gross negligence and intent.

## **7. Legal regulation & jurisdiction**

All legal transactions concluded between us and our contractual partners, in particular the transactions being subject to these General Terms and Conditions, shall be governed exclusively by Austrian law (under exclusion of references to foreign law and the UN Sales Convention). The place of jurisdiction shall be Wels, Upper Austria. Should individual provisions of the Terms and Conditions be ineffective in whole or in part this does not affect the validity of the remaining terms and conditions.