

TERMS AND CONDITIONS

1. Offer and Acceptance:

1.1. Our services shall be provided exclusively in accordance with the following Terms and Conditions ("T&C"), which are deemed to have been accepted when the order is placed. All changes must be made in writing. Verbal agreements must be confirmed in writing by us to be legally valid.

1.2. All terms and definition used in these T&C are governed by the relevant laws (Austrian Waste Management Act and similar laws) as amended.

1.3. Quotations and cost estimates are provided by us to the best of our knowledge. However, we do not guarantee for accuracy and completeness of the same. Unless otherwise agreed in writing, cost estimates are payable and invoiced on the actual incurred costs.

2. Prices:

Our prices are based on the current calculation situation and do not include the sales tax to be applied according to legal provisions and do not contain any contamination contributions to be paid in accordance with the Contamination Remediation Act. We may adjust prices due to circumstances for which we are not responsible.

3. Delivery/pickup:

3.1. Timings are based on the respective order and delivery situation and shall therefore be regarded as approximate information. Claims for damages (due to idle times, loss of earnings and the like) due to delayed delivery/pickup are excluded.

3.2. The materials to be collected shall be precisely defined and classified by the client beforehand and must not contain any other materials, otherwise we may arrange for a lawful disposal at the expense of the client.

3.3. For the pickup, unblocked access to the site must be possible.

3.4. Additional costs for waiting and idle time during pickup, receipt or unloading as well as empty trips for which the client is responsible shall be invoiced separately.

4. Payment:

4.1. Our services are due for payment upon performance and at the latest upon invoicing. Other payment terms and discounts for prompt payment are only accepted if they have been agreed separately in writing and if they are made in the agreed amount, within the agreed period of time and if there are no payment arrears.

4.2 In the event of delayed payment, according to § 456 of UGB we are entitled to demand interest on arrears at a rate of 9.2 percentage point above the base interest rate. In the event of delayed payment by consumers, we are entitled to demand interest on arrears at a rate of 4 % p.a. In addition to the interest, according to § 1333 sec. 2 ABGB we may invoice the reimbursement of costs incurred as a result of legal claims for the delay in payment.

In the event of delayed payment, all claims are due for payment immediately (loan default).

5. Warranty and Liability:

5.1. The client is liable for the correctness of his information (specifications, classifications, etc.) and the correct filling of containers placed on his behalf as well as for any damage resulting from the non-compliance with this agreement.

5.2. Defects must be notified by the client without delay and in writing, at the latest within three days. Defects for which we are responsible can be remedied within a reasonable period of time or compensated by price reduction or by supplementing the missing elements.

5.3 We shall only be liable for damages resulting from behaviour for which we are responsible if these damages occurred in the event of gross negligence or intent.

5.4. The client is not permitted to offset any claims against claims of our company.

6. Ownership:

6.1. We retain ownership of the goods delivered by us until all our invoices have been paid.

6.2. Containers provided by us (containers, troughs, etc.) remain our property and shall always be treated as such. The containers provided shall be returned in the same condition as they were taken over by the client; otherwise the client is liable for damages.

6.3. Ownership of the material put in the containers is transferred to us upon being put in the containers.

7. Withdrawal from the contract:

7.1. Withdrawal from the contract is not possible in principle.

7.2. However, consumers may withdraw from a distance contract, or a contract concluded outside of business premises in accordance with § 11 sect. 1 FAGG within fourteen days without giving reasons. It is sufficient if the notice of withdrawal is sent within this period. This right of withdrawal does not apply if the goods have been manufactured or modified according to the client's specifications or have been clearly adapted to their personal needs.

8. Data protection and privacy:

The customer gives his expressed consent that their personal data may be stored and processed automatically. Further information on the use of personal data (including revocation, obligation, duty of disclosure, etc.) according to GDPR can be found in the Privacy Policy on our website on www.gaugl-gruppe.com.

9. Place of Fulfilment:

The place of fulfilment is the registered office of our company.

10. Jurisdiction:

For all disputes arising from this agreement, the District Court of Fürstenfeld shall have sole jurisdiction, regardless of the amount of the value in dispute.