



Terms and conditions of Veolia Umweltservice Dual GmbH as of 01.01.2019

Veolia Umweltservice Dual GmbH ("Veolia") operates an Approved Dual System (hereinafter referred to as "Dual System Veolia") in the Federal Republic of Germany pursuant to section 18 Paragraph 1 in conjunction with section 35 Paragraph 1 of the Packaging Act ("VerpackG").

The Customer is the manufacturer or distributor of sales packaging which is subject to system participation in the Federal Republic of Germany. In this respect he is subject to the Take-back and recycling obligations of the VerpackG.

§ 1 Subject matter of the contract

1.1 Veolia shall fulfill the taking back and recycling obligations in relation to the sales packaging included by the Customer in this Agreement, whereas this sales packaging has been sold to private consumers within the meaning of section 3 Paragraph 11 VerpackG. The Customer shall pay a fee for this participation of the sales packaging in the Veolia Dual System pursuant to section 7 Paragraph 1 sentence 1 VerpackG.

1.2 The scope of the participation is determined by the forecast report or the Customer's year-end report. The quantities participate to the extent that a respective fee has been paid in accordance with the terms of this Agreement.

1.3 Veolia shall confirm to the Customer the participation in the system in accordance with section 7, paragraph 1 sentence 2 of the Packaging Act to the extent that the quantities of packaging have been submitted to Veolia, provided that the Customer has paid the respective fees.

1.4 Veolia shall be entitled, with regard to the provisions of the Packaging Act and other statutory provisions, to commission the services owed under this contract to appropriate third-party service providers.

§ 2 Notifications by the Customer

2.1 In order to meet the obligations arising from its participation in the Joint Body of dual systems, Veolia needs the customer's forecast of the amount of packaging participating in the Dual System in the first calendar year (annual forecast) at the time the contract is concluded.

Changes to the annual forecast can be submitted by 15.08. of the current calendar year at the latest, with a deviation of up to a maximum of 15 % per fraction from the quantities originally notified. Adjustments in excess of this require written consent of Veolia.

If the Customer has already submitted a year-end report (paragraph 3), this report can replace the annual forecast for the following year. The right to adjustment in accordance with sentence 2 shall remain in force.

2.2 The Customer notifies Veolia by 31 March of the following year of the amount of Sales packaging placed on the market during the previous calendar year and which are to be included in the contract (year-end report).

The year-end report specifies the scope of the participation in a binding and final manner. Subsequent corrections, for whatever legal reason, are excluded. This means that the data entered in the year-end report are, provided that the respective fees have been paid, the basis for the confirmation of the system participation to the central office according to section 20 Paragraph 1 VerpackG.

2.3 After presentation of the year-end report, the final invoice is issued by Veolia. The payments made during the year (§ 3 Para. 2) are taken into account. Differences to the final settlement will be credited by Veolia or invoiced. The invoice or credit note will be due within 14 working days of receipt.

2.4 Insofar as packaging subject to system participation is placed on the market but does not reach the final consumer due to damage or unsaleability, the Customer may ask to be reimbursed for the respective fees from Veolia provided he has taken back and recycled the packaging in accordance with the requirements of section 16(5) of the Packaging Act. The take-back and subsequent recovery in each individual case are to be documented in a verifiable form. In this case, the packaging in question shall be deemed as not placed on the market and Veolia shall notify the Central Office of the withdrawal of these quantities.

§ 3 Charges

3.1 The Customer shall pay for all of the services provided by Veolia in the implementation of this contract a fraction-specific and Quantity-dependent fee that is based on the quantities reported by the Customer.

When registering quantities on the homepage of Veolia, the Customer receives a total price for the total quantity of registered packaging. By email the Customer will also receive information regarding the fraction-specific costs.

3.2 A minimum fee of 25 EUR p.a. applies.

If a fee between EUR 25 and EUR 500 is calculated from the quantities stated by the Customer, the corresponding amount will be invoiced. The invoice is due for payment within 14 working days of invoicing.

In case of an expected annual fee between 500 EUR and 3,000 EUR a two-part invoicing takes place. The first half shall be paid after the conclusion of the contract, the second half is invoiced as of October 10th. Each invoice is due for payment within 14 working days of invoicing.

The final invoice (§ 2.3) takes into account the deductions/payments made.

3.3 The fee resulting from the quantity report is to be paid within a period of 14 working days after receipt of the partial invoice.

3.4 The Customer shall only be entitled to set-off and retention rights to the extent that its counterclaims have been legally established, undisputed or recognized by Veolia.

3.5 Veolia reserves the right to adjust the fee by unilateral written statement if cost reductions or cost increases occur, in particular due to changes in system costs (e.g. collection, sorting, recycling and system administration costs). The price adjustment will be announced by Veolia with a three-month notification. Due to such a price adjustment, the Customer shall be entitled to an extraordinary right of termination with a period of notice of one month to the beginning of the price adjustment.

§ 4 Delay on the part of the Customer

4.1 If the Customer defaults in fulfilling his reporting obligations, Veolia shall be entitled to estimate the quantities on the basis of the previous notifications and / or the annual forecast and to demand an advance payment based on these estimates. The invoice must be paid within ten days of receipt by the Customer. The obligation to report the actual amounts and pay the participation fee remains unaffected by this, whereas the advance payment is taken into account.

4.2 If the year-end declaration is not received by 31 March of the following year, Veolia shall be entitled to report to the central authority according to section 20 Paragraph 1 of the Packaging Act the sum of the individual reports received from the Customer in the relevant calendar year, provided the reported amounts have been paid for.

4.3 If the Customer is in default of payment, Veolia shall be entitled to charge default interest of eight percentage points above the base interest rate p.a. with the right to account for higher damages remaining unaffected.

§ 5 Use of the Veolia Customer Portal

5.1 For the transmission of the reports pursuant to section 2 as well as the statements of account according to section 3 the Customer is entitled to use the Customer portal of Veolia. The use of the Customer portal of Veolia is subject to the "Terms of Use of the Customer Portal", to which the Customer agrees by entering data in the Customer portal.

§ 6 Term / Termination

6.1 The term of the contract shall commence according to the specifications made by the Customer in the Customer Portal. The contract is valid until the end of the respective calendar year.

It shall be extended by a further twelve months if the contract is not terminated by either of the Contracting Parties by written notice with a period of three months before the end of the contract period.



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6.2 Veolia shall be entitled to terminate the contract without notice – if the Customer after receiving a warning repeatedly violates his reporting and/or payment obligations, - if the assets of the Customer are subject to insolvency proceedings, or the requirements for filing insolvency proceedings are met or insolvency proceedings have been refused due to lack of assets

6.3 The extraordinary right of termination for good cause shall remain in force.

§ 7 Liability

7.1 Veolia shall be liable for intentional and grossly negligent damages according to the legal regulations.

7.2 In the event of simple negligence, liability shall be limited to the breach of substantial contractual obligations and the damages foreseeable in this respect. Essential contractual obligations are those where violation endangers reaching the contractual purpose.

7.3 The limitation of liability shall not apply to bodily injury, damage to health or death of the Customer, as far as these are attributable to Veolia.

§ 8 Force majeure

8.1 Veolia shall, in the event of delays in the performance of the contract due to higher power (force majeure), be entitled to postpone contractual fulfillment for the duration of the delay.

8.2 In the event of an obstacle to performance lasting longer than three months, both contracting parties shall be entitled to withdraw from the contract with regard to the part of the contract not yet fulfilled.

§ 9 Changes to the legal basis

The contracting parties undertake to make necessary amendments to this contract at the latest within two months after the announcement of amendments to the Packaging Act, other relevant legislation or mandatory provisions of the joint body or central body having effect for all system operators and making changes necessary.

If within two months after their beginning the negotiations do not lead to an agreement on the adjustment of the contract, both Veolia and the Customer shall be entitled to terminate the contract with a deadline of one month to the end of the month.

§ 10 Confidentiality

10.1 The parties to the contract undertake to treat information received from the other party in connection with this contract and its implementation confidentially and to disclose it to third parties only to the extent as this is necessary for legal reasons. Notwithstanding sentence 1, Veolia shall be entitled to provide information to companies belonging to the Veolia group of companies, provided Veolia also passes the confidentiality obligation to these companies, or to the extent that disclosure is a prerequisite for the enforcement of claims when the Customer is in default.

§ 11 Appendices / Supplementary Provisions

11.1 The attachments concerning Fees and Customer Portal are components of this contract.

11.2 Veolia accounting principles (see Service/ Links and Downloads) are mandatory for the classification/calculation of sales packaging as well as for the determination of fractions. As soon as the central office publishes a catalogue for the classification of packaging, this shall be binding.

§ 12 Final provisions

12.1 The contract language is German. The laws of the Federal Republic of Germany apply exclusively with the exception of the UN Convention on Contracts for the International Sale of Goods.

12.2 All amendments to this contract shall be effective only if made in writing. Oral agreements do not exist.

12.3 The place of jurisdiction shall be Veolia's registered office in Germany.

12.4 The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid or unenforceable provision with a valid provision which shall be as closely as possible consistent with the purpose and the economic objective of the original provision. Same shall apply in the event that this contract requires modifications to become feasible.