

By submitting the collection request the customer accepts the following conditions.

- 1. By submitting the collection request the customer charges *ifm electronic gmbh* [contractor], with collecting the contractor's packagings (section 4), recycling them or disposing of them.
- 2. The contractor shall be entitled to use third parties to carry out this collection request.
- 3. The collection is exclusively limited to the contractor's packagings.
- 4. Packagings are exclusively (1) paper/cardboard/cardboard boxes (section 6) and (2) packaging foils (section 7).
- 5. The contractor is only obliged to collect the packagings if the following minimum quantities of the packagings to be collected are adhered to. For paper/cardboard/cardboard boxes (section 6) the minimum quantity is 100 kg. For packaging foils (section 7) the minimum quantity is 2 (two) collection bags.
- 6. Paper/cardboard/cardboard boxes are only those boxes of the quality "supermarket corrugated paper and board 1.04" that served as packaging, repackaging or transport packaging and are not soiled. Paper/cardboard/cardboard boxes must not be mixed with: (1) office paper, magazines, displays or other printed papers, (2) liquid or viscous waste (e.g. oils, fats or leftovers), (3) particularly sharp and pointed waste (e.g. broken glass, syringes), (4) mineral waste (e.g. construction materials, soils), (5) organic waste (e.g. expired food), (6)household-like waste (e.g. sweeping residues, coffee filters), (7) styrofoam, (8) waste for recycling, commercial waste, mixed municipal waste; (9) dangerous waste (special waste).
- 7. Packaging foils are transparent foils from packagings, repackagings or transport packagings. Packaging foils must not be mixed with: (1) styrofoam, (2) insulating material made of EPS, (3) straps, (4) other plastics, (5) liquid or viscous waste (e.g. oils, fats or leftovers), (6) hygienically problematic waste (e.g. used sanitary articles, hospital waste), (7) mineral waste (e.g. construction materials, soils), (8) organic waste (e.g. expired food), (9) adhesive tapes or labels as well as other deposits that may interfere with the qualities 98/2, 900/10 or 80/20.
- 8. The packagings (section 4) are to be provided and handed over by the customer in the material qualities and minimum quantities specified in section 5, 6 and 7 of these terms and conditions. If the packagings are not provided as described above, the contractor shall be entitled to charge the customer with the incurred costs. Additional claims of the contractor shall remain unaffected by this.
- 9. The customer shall guarantee smooth collection on working days from 6 am to 5 pm. The contractor can charge the customer with additional costs resulting from waiting times.
- 10. The contractor reserves the right to carry out regular checks of the collected packagings. In case of any violations of these terms by the customer, the contractor is entitled to demand payment of the incurred additional costs from the customer.
- 11. The contractor's liability excludes liability for slight negligence according to legal obligations. The contractor's liability is limited to max. EUR 5,000,000 for personal injury and property damage and EUR 250,000 for financial damage. In other respects the contractor's liability shall be excluded to the extent permitted by law.
- 12. Cases of force majeure that prevent the contractor or the third parties (section 2) from the performance of their obligations, wholly or partly, shall release the contractor and the third parties (section 2) from their obligation to carry out the collection request until force majeure no longer exists.
- 13. These terms and their interpretation shall be governed by German law, to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG). Exclusive jurisdiction shall be Essen.