

CONTRACTUAL CONDITIONS OF JOSEF AMSTUTZ AG (JAW), 8907 Wettswil a.A.

(as of: 2 December 2019 / version: 12/19)

1) Scope

We shall execute all collection and disposal orders exclusively in accordance with the conditions below, insofar as no other conditions have been agreed in writing in individual cases.

2) Collections

The supplier must hold a written and signed "collection agreement" for collections. Collections = we will recycle or properly dispose of returns of empty containers on behalf of the customer. Collections are performed by our vehicle fleet or using trailers / swap bodies provided by us. Collection also encompasses deliveries by the supplier and is subject to the same criteria. Collection likewise encompasses collections on behalf of third parties, whereby the collection conditions of the third party are an integral component with corresponding agreements between the third-party company and Josef Amstutz AG, which must be observed by the supplier. A written notification of the supplier is required for every collection!

3) Recycling

The collections may only be sorted at the operating facility of Josef Amstutz AG and not by the supplier. Prior sorting – *including by the driver* – is not permitted and not effective. The decision of whether the container should be recycled or disposed of is not made until sorting by JAW. The written agreements concluded with the supplier shall always be decisive.

4) Container condition

All containers for collection or disposal may only contain a maximum of 1 dl non-viscous residual liquid or 1 kg residual content – corresponding to 5% of the tare (slurry, solid matter, viscous fluids). Furthermore, the containers may not contain any waste and/or foreign objects. In the event of non-compliance, all costs shall be charged including the additional expense. The containers must always be sealed! Preloaded trailers / swap bodies with empty containers must be loaded and secured upright (plugs / lids positioned upright). Should residual material leak onto the trailer / swap body or onto the operating premises of JAW due to incorrect loading, the costs of cleaning (at least CHF 200) plus an administration fee (CHF 50) shall be charged. Any additional expense of over 90 minutes shall be billed and settled separately. The supplier may be obliged accordingly if the load protection / ADR is not observed (fees and other additional costs).

5) Hazardous waste

Josef Amstutz AG also accepts containers with the hazard symbols (GHS):
= H340, H350/H350i, H360/H360D/H360F, H300-H310-H330



Danger
(T)

and



(T+)

However, these containers must be handed over to a specialist disposal company, which results in corresponding costs for the supplier. Well-labelled and marked containers which have been prewashed and neutralised may in certain conditions be recycled as normal. In the case of such containers, a written agreement must exist with our company.

6) Problematic containers

Josef Amstutz AG reserves the right to hand over uncleaned, non-washable containers to a specialist disposal company and to charge the supplier separately, including administration costs of JAW. **Photographic documentation by our company is expressly agreed!**

7) Disposal

Josef Amstutz AG shall perform the environmentally compatible disposal of residual content and/or packaging of the non-recyclable containers. Josef Amstutz AG shall ensure that a corresponding operating and disposal permit exists.

8) Contractual conditions

The contractual conditions listed herein are binding. In the event that other conditions and/or internal conditions exist on the part of the other contractual party, the contractual conditions of Josef Amstutz shall always prevail and have binding effect. Other contractual conditions shall always require the written agreement of Josef Amstutz AG. Simple provision of other contractual conditions shall not suffice and shall be non-binding for Josef Amstutz AG.

9) Place of fulfilment and jurisdiction

The place of fulfilment for all duties arising from these contractual conditions is the registered address of Josef Amstutz AG. The jurisdiction for all legal disputes shall be the ordinary competent courts of our company.

10) Swiss law

Swiss law applies exclusively as agreed.