

### **General terms of use for LIZENZERO's online customer portal**

Interseroh Dienstleistungs GmbH (hereinafter 'INTERSEROH') runs an officially established nationwide collection system in the Federal Republic of Germany within the meaning of Section 7 of the German Packaging Act (Verpackungsgesetz, [Interseroh Dual System, 'Duales System Interseroh' - 'DSI']), which guarantees the regular collection of used packaging from private end consumers or near to those consumers.

INTERSEROH's online customer portal LIZENZERO allows commercial manufacturers and distributors to bring packaging to the market within the scope of the VerpackG\*, and quickly and conveniently obtain an exemption from return and use duties under Section 7 of the VerpackG on the basis of a contract relating to participation in Interseroh Dual System and in accordance with the following provisions.

#### **1. Packaging quantity information**

In the first step, you can enter the expected packaging quantity (forecast quantity) into LIZENZERO for a calendar year. This forecast quantity is used to give initial expected packaging quantities and to create a customised offer on this basis. If you don't know your packaging quantities, we also offer a calculation tool at this stage. However, please note that by the end of each calendar year, the actual packaging quantities brought to the market must also be reported to INTERSEROH via the online customer portal and fees stated at the time of registration may change if there are any deviations. Please also note that if there is a quantity *reduction*, a credit note can only be given if the reduction is made by 31 August of that calendar year. If you reduce quantities in your year-end quantity notification, a credit note is not issued.

INTERSEROH particularly reserves the right to carry out a plausibility review of the given quantities before the contract is concluded, and a corresponding review of the quantities brought to the market in a calendar year during the contractual term.

The minimum fee is €49 (plus statutory VAT).

#### **2. Contract conclusion and confirmation of participation in the INTERSEROH Dual System**

The description of our services on the LIZENZERO homepage constitutes an offer from INTERSEROH to conclude a contract. By clicking on the 'Purchase now' button at the end of the ordering process, you are declaring that you accept this offer on the terms specified. Once you have accepted, you will receive an e-mail containing your invoice and a link to your contractual documents, and your personal confirmation of participation in the INTERSEROH Dual System, in the LIZENZERO download area.

However, please note that we only report your packaging quantities to the 'Stiftung Zentrale Stelle' packaging register once we have received the full invoice amount, and your packaging will not be properly released within the meaning of the VerpackG before the payment has been made.

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\*Law for the further development of local separate collection of domestic waste containing recyclable materials (VerpackG – dated 12.07.2017, Federal Law Gazette I [BGBl. I] no. 45, p. 2234). For contracts already concluded for the calendar year 2018, the corresponding provisions of the German Ordinance on the Prevention and Recycling of Packaging Materials (German Packaging Ordinance of 21 August 1998, Federal Law Gazette I [BGBl. I], p. 2379, last amended by the Seventh Amendment Ordinance of 17 July 2014 (BGBl. I p. 1061 dated 23 July 2014) shall apply accordingly.

### **3. Use of, and changes to, your personal details**

By submitting your details via the online customer portal, you are also guaranteeing the accuracy of those details. You hereby acknowledge that INTERSEROH is not responsible for any problems that may arise in concluding or executing the contract caused by such inaccurate details. If the details you have given change, please change them in the online customer portal without undue delay, as INTERSEROH may otherwise be unable to provide the agreed services at all or only partially. If the name of your company changes, if your company is restructured, if your VAT/tax number changes, or if similar changes are made, you will be taken through a separate change process on the online customer portal.

### **4. Technical issues with the LIZENZERO portal**

Unfortunately, INTERSEROH cannot guarantee that the online portal will be available without interruptions and that it will function without any errors at all times, but we will endeavour to fix reported errors within a reasonable period of time. INTERSEROH also reserves the right to change the technical specifications of the online portal for operational reasons, and/or to block the portal for operational reasons (e.g. for maintenance or due to emergencies). However, if technically feasible and reasonable, you will receive notification of this as soon as possible. INTERSEROH will endeavour to make the portal available again as soon as possible.

### **5. Continued validity of general provisions**

In all other respects, the contractual provisions concerning participation in the Interseroh Dual System, the latest valid version of our general terms and conditions, available online at <https://www.lizenzero.de/>, and our data protection provisions shall apply. If your company uses deviating, contradictory or supplementary terms and conditions, these will only become an integral part of the contract if INTERSEROH has expressly agreed to them in writing or in electronic form.

Date: August 2018