



*Veolia | Hazardous Waste Europe | Switzerland (SOVAG)*

## **GENERAL TERMS AND CONDITIONS (GTC)**

These General Terms and Conditions (GTC) regulate the contractual relationship between the service provider and the customer.

### **Article 1 – Definitions**

“**BGS**” stands for ‘Begleitscheine’ / “Bordereau de suivi de déchets” (waste transfer document).

“**VBA**” is the allocation number confirming acceptance of the waste by the RSMVA ( Regionale Sondermüllverbrennungsanlage: regional hazardous waste incineration plant).

The “**Contract**” refers to the contract signed between the customer and Veolia Hazardous Waste Europe Switzerland (SOVAG), the annexes and any addenda that may be signed on the same subject , as well as these General Terms and Conditions.

The “**Customer**” refers to any legal entity that orders and purchases the services offered by the Service Provider.

“**Waste**” refers to the hazardous waste generated by the customer, the description and specifications of which are specified in the contract, order, or offer, excluding all other waste.

“**Parties**” refers to the customer and the service provider; and “Party” refers to the customer or the service provider individually.

The “**Service provider**” refers to Sonderabfallverwertungs-AG, SOVAG, and/or the regional hazardous waste incineration plant “RSMVA” operated by SOVAG.

The “**Services**” refer to the work, sales, and services in the broader sense to be provided by the Service Provider to the Customer as defined in the offer (price list, quotation, or contract).

The “**Offer**” refers to the commercial offer, price offer, and/or cost estimate contained in the quotation or contract.

The “**VeVA number**” refers to the registration number of suppliers and subcontractors who dispose of waste in Switzerland. This number is essential on the BGS.



## **Article 2 – Field of application**

These General Terms and Conditions (GTC) apply to all services related to consulting, analysis, recycling, transport, treatment, disposal, and incineration of hazardous waste.

Any deviating or additional agreements must be made in writing.

The General Terms and Conditions valid at the time of the order apply to the sale, provision of work, or services by the service provider, although the service provider reserves the right to change these.

The changes shall be communicated to the customer in writing and shall be considered accepted unless the customer submits a written objection within a reasonable period of time.

## **Article 3 – Orders**

Every order placed by the customer implies acceptance of these General Terms and Conditions.

Orders must be placed in writing or by email. Any orders placed by telephone or verbally must also be confirmed in writing.

An order form or contract will be drawn up specifying the type, amount and frequency of the services.

## **Article 4 – Customer's obligations**

The customer shall provide accurate information about the type and composition of the waste.

The customer must comply with the sorting and packaging regulations.

The customer is obligated to properly declare, label, package, and prepare the waste for transport in conformity with applicable legal provisions (in particular the VeVA, ADR/SDR, UVEK, and Basel Convention regulations). Non-compliant packaging or incorrect information may result in rejection or additional costs.

The customer shall bear all costs if incorrect or incomplete information prevents disposal in compliance with the law.

The customer guarantees that the waste does not contain any undeclared hazardous substances.

The customer must ensure that the collection sites are accessible and provide all necessary documentation, as well as provide the service provider all information about the composition and properties of the waste that is relevant for the protection of the environment, personnel, or equipment.



## **Article 5 – Price and Billing**

### **5.1 Price**

Prices are based on the written offer or the applicable tariff and, unless expressly agreed otherwise, exclude transport, packaging/containers, and value added tax. In the case of deliveries outside of Switzerland, the delivery terms are subject to INCOTERMS® 2020, DDP (delivered duty paid).

If SOVAG is held responsible by third parties prior to the delivery of hazardous waste, the customer is obligated to compensate SOVAG in full. The customer bears all costs and risks associated with transport to the destination, including customs clearance and the necessary permits.

Unexpected market or exchange rate fluctuations may lead to price adjustments.  
The minimum amount per invoice is CHF 350.

### **5.2 Billing and payment**

The invoice is issued on the basis of an inspection of the goods received (type of material, packaging, weight). The amount charged is weighed during the receipt inspection or upon delivery. The weight measured on SOVAG's officially calibrated scales upon delivery is decisive.

Terms of payment: 30 days net from the invoice date.  
Unauthorized debits will be refunded.  
Complaints must be submitted in writing within 10 days of receipt of the invoice.

### **5.3 Diesel Surcharge**

Due to the volatility of diesel prices, we reserve the right to apply a diesel surcharge. This surcharge is calculated based on current market prices for diesel fuel and serves to cover increased fuel costs in transportation.

The diesel surcharge is displayed transparently and may change according to the development of diesel prices. Official publications from recognized institutions (e.g., Federal Statistical Office, Mineral Oil Industry Association) serve as the basis for calculation.

Changes to the diesel surcharge will be communicated to the customer in a timely manner. The applicable diesel surcharge will be provided upon request and is part of the total compensation.



## **Article 6 – Insurance**

Each party shall maintain insurance coverage throughout the duration of the services for all insurable risks under its responsibility, including liability insurance.

Each of the parties shall bear the premiums and deductibles of the insurance policies it has concluded.

## **Article 7 – Liability**

The service provider shall provide the services with the care expected of a professional. Only fault proven by the customer in the provision and execution of the services entrusted to the service provider can be taken into account.

The service provider's liability is limited exclusively to compensation for direct and material damage, excluding all indirect and immaterial damage such as loss of production, loss of sales, etc. Unless otherwise agreed in the contract, the service provider's liability shall in no case exceed the pre-tax amount of the order, offer, or contract on which the complaint is based, for all cases in which the service provider is held liable.

The service provider cannot be held liable in any way for mistakes made by the customer, its staff, or its suppliers.

The customer is liable for all damage caused by incorrect information, inadequate packaging, or missing information about the specific properties of the waste.

The service provider is entitled to refuse to accept such waste and to charge for all costs incurred.

## **Article 8 – Exclusion of any penalties**

Notwithstanding any clauses or contrary stipulations that may be contained in the terms and conditions of purchase or other documents originating from the customer, the service provider shall not accept penalties of any kind unless there is a prior written agreement, regardless of the basis for the penalty. Any clause to the contrary shall be deemed null and void. In this context, the service provider shall not accept automatic debiting.

## **Article 9 – Force majeure**

The service provider shall be released from any obligation if force majeure or unforeseeable circumstances prevent the performance of the services ordered by the customer in whole or in part.

Excusable events include, in particular: atmospheric disasters such as frost, snow, or exceptionally heavy rainfall; thaws; fires, floods, or explosions of any cause; strikes or work stoppages affecting the service provider or the customer; unrest or wars.



## Article 10 – Termination

If the customer fails to pay the price for the services, the service provider may also decide, by operation of law, 15 days after receiving a reminder from the customer, to suspend its services until full payment of the amounts due, plus any default interest, or until full compliance with the clauses, terms, and conditions.

## Article 11 – Specific obligations

### 11.1. Services

SOVAG offers its customers services in the areas of consulting, analysis, recycling and waste disposal. The services comply with the latest technical standards and applicable legal requirements.

SOVAG guarantees the lawful, professional and appropriate disposal of all waste entrusted to it.

The facilities and sites operated by SOVAG guarantee that they are authorized to accept and treat in accordance with the law the waste listed in the current valid cantonal operating permit.

The nature and scope of the individual services are defined in the respective service descriptions, offers, price lists, delivery notes and accompanying documents in conjunction with these General Terms and Conditions.

### 11.2. Delivery and collection

Orders should be requested with at least 72 hours' notice. The delivery date will be agreed upon in consultation with SOVAG.

Products with a VBA identification number and other deliveries must be reported by email to [entsorgung.sovag@veolia.com](mailto:entsorgung.sovag@veolia.com).

SOVAG reserves the right to refuse delivery if the packaging is unsuitable for transport or if the information provided is insufficient. The customer shall bear any costs arising therefrom.

All delivered waste will be subject to inspection upon receipt and, where feasible, laboratory analysis. The results of this analysis remain the property of SOVAG. In case of discrepancies, the results of the SOVAG laboratory shall prevail.

- Containers must be clearly marked with the inscription "HAZARDOUS WASTE", the waste code, the waste description and the accompanying document number.
- Only containers that comply with and have been tested according to ADR/SDR regulations may be used. Small containers and drums must be transported on Euro pallets or chemical pallets.
- Non-compliant packaging or incorrect information may result in rejection or additional costs.
- Products for the RSMVA high-temperature incineration plant (VeVA No. 270100060) must be registered separately and may not be delivered on a mixed pallet with other VeVA operating numbers (platform in Basel, VeVA 270103633, or to the sites in Emmenbrücke, VeVA 105400019, or Brugg, VeVA 073300001 and Rubigen, VeVA 0632300042). For deliveries on the same truck, pallets must be clearly separated by VeVA operating number. Disorganization may result in handling costs.



- Each hazardous waste must be marked with a VBA code when VeVA operating number 270100060 (RSMVA Basel) is used. This VBA number is created and assigned according to the offer. This code must be indicated on the accompanying document (BGS) and on the container label. Containers must be clearly marked with the inscription "HAZARDOUS WASTE", the waste code, the waste description, the accompanying document number and the VBA code.
- Each hazardous waste that is not marked with a VBA number must be delivered to the platform in Basel, VeVA 270103633, or to the sites in Emmenbrücke, VeVA 105400019, or Brügg, VeVA 073300001 and Rubigen, VeVA 0632300042, as specified in the offer/quotation.
- The accompanying documents must be completed with the correct VeVA numbers for each delivery location..

Any additional costs arising from incorrect information or deviating composition shall be borne by the customer.

## **Article 12– Applicable law and place of jurisdiction**

The exclusive place of jurisdiction is Emmenbrücke. Swiss law shall apply.

## **Article 13 – Special provisions**

SOVAG only accepts hazardous waste with a valid cantonal acceptance permit.

In the event of disposal difficulties or official restrictions, there is no obligation to accept the waste.

In the case of officially imposed restrictions, the obligation to dispose of the waste shall cease; claims for damages are excluded.

SOVAG undertakes to accept the waste again as soon as circumstances permit.