

# MUNICIPAL WASTE MANAGEMENT CONTRACT FOR LEGAL ENTITIES

\*Mandatory fields to be filled in by the client are marked with asterisk

Contract No. \_\_\_\_\_

**\*Client data**

*Company name:	<input style="width: 95%;" type="text"/>	*Telephone:	<input style="width: 95%;" type="text"/>
*Registration No.:	<input style="width: 95%;" type="text"/>	*E-mail:	<input style="width: 95%;" type="text"/>
*Name, Surname	<input style="width: 95%;" type="text"/>	*Bank	<input style="width: 95%;" type="text"/>
*Position:	<input style="width: 95%;" type="text"/>	*Account	<input style="width: 95%;" type="text"/>
*Grounds of representation:	<input style="width: 95%;" type="text"/>		

\*Registered office:

\*Correspondence address (to be filled in, if different from the registered address)

\*Address where the service should be performed:  
 \* Number of declared persons

\* Choose the form of receiving of the invoice:  
 via e-mail  
 via mail (I hereby confirm that I will cover the costs for preparing and sending the invoice in printed form in the amount of 2.42 EUR plus VAT 21%)

Seasonal contract, from \_\_\_\_\_ to \_\_\_\_\_  (mark, if the season has to be repeated every year)

Client will use his/her own container

Container volume:

0.12 m <sup>3</sup>	0.24 m <sup>3</sup>	0.66 m <sup>3</sup>	0.77 m <sup>3</sup>	1.1 m <sup>3</sup>	___ m <sup>3</sup>
Number of containers	Number of containers	Number of containers	Number of containers	Number of containers	Number of containers
1 × a week	1 × a week	1 × a week	1 × a week	1 × a week	1 × a week
every other week	every other week	every other week	every other week	every other week	every other week
1 × every four weeks	1 × every four weeks	1 × every four weeks	1 × every four weeks	1 × every four weeks	1 × every four weeks
___ × a week	___ × a week	___ × a week	___ × a week	___ × a week	___ × a week

I hereby consent that, without separate application, the amount of waste that exceeds the one approved in the contract will be collected.

**Price of the municipal waste management service:** 16.53 EUR/m<sup>3</sup> (including VAT 21%)

\* **Client:** I hereby acknowledge that the above data are correct and consent to the general conditions, specified on the other side of this contract. I hereby consent that I have the means of communication specified in this Contract used for contacting me. Upon signing of the contract, I confirm that I have received detailed information about the terms of the Contract and I have understood these.

\*Client: \_\_\_\_\_  
 (Position, transcript, signature or confirmation via electronic means) (date)

### To filled in by the Contractor

**Service provider (Contractor)**

Name: **SIA "Eco Baltia vide"**  
 Registered office: 5 Getliņu Street,  
 Rumbula, Stopiņu Municipality, LV- 2121  
 Uniform registration No. 40003309841  
 Bank: Luminor Bank AS (JSC) Latvian branch  
 Bank code: NDEALV2X  
 Bank account No.  
 LV25NDEA0000083164701

\_\_\_\_\_  
 (authorised representative) (signature and transcript, or confirmation via electronic means)

Date of contract conclusion:

Frequency of removal:	
The Contractor shall warn of the first date of the planned removal at least 2 weeks in advance	
Period of issue of the invoice:	Once a month
<b>Customer centre:</b>	Phone: 8717, 6799999 Fax: 677699963 E-mail: riga@ecobaltiavide.lv Website: www.ecobaltiavide.lv

## **General conditions of the Municipal waste management contract for legal entities**

### **1 SUBJECT OF THE CONTRACT**

1.1. The CLIENT orders and pays for, while the CONTRACTOR performs management of the municipal waste created by the CLIENT (waste generated in household activity — household waste and similar waste generated by commercial and industrial companies and institutions), hereinafter in the text referred to as “MW”, i.e., collection, sorting, storage, transportation, regeneration and transfer for burial or recycling of MW in accordance with environmental requirements, hereinafter in the text referred to as the “Services”.

Procedure, addresses, costs, schedule and other terms of Service provision are stipulated in this Contract and annexes thereto.

1.2. After transfer to the CONTRACTOR, the MW shall become the property of the CONTRACTOR.

### **2. RIGHTS AND OBLIGATIONS OF THE CLIENT**

2.1. The CLIENT undertakes to perform collection of MW in the containers owned by the Contractor, unless the Parties have agreed otherwise.

2.2. The CLIENT undertakes to ensure undisturbed access of specialised vehicles to the places of location of the containers, coordinated with the CONTRACTOR on the days of Service provision. If the container(-s) is located within private territories, on the days of Service provision the CLIENT undertakes to put the container(-s) outside the territories, on the side of the access road, unless the Parties have agreed otherwise in writing.

2.3. The CLIENT undertakes to specify the place for location of MW container(-s); if necessary, the location shall be approved with the land owner.

2.4. The CLIENT shall coordinate the location of the containers with the CONTRACTOR. If the CONTRACTOR believes that the container is not in a place accessible for emptying it, the CONTRACTOR shall specify an appropriate place until the next removal time and it shall be deemed as approved place.

2.5. If the CLIENT wants to change any of the conditions of Service provision (for example, address, removal schedule, number of containers, volume, etc.), the CLIENT shall submit a written application to the CONTRACTOR until the 20<sup>th</sup> date of the relevant month. The CONTRACTOR shall reply on the possibility to ensure the relevant changes in the Service, which shall enter into force on the 1<sup>st</sup> date of the following month at the earliest.

2.6. The CLIENT undertakes not to exceed the lifting capacity of the MW containers, and shall not put the following in the containers: glowing, burning, flammable and explosive objects, as well as hazardous waste, liquid and bulky waste, infectious waste, debris and other repair and demolition waste, as well as such waste, which in accordance with the laws and regulations or this Contract is regulated by a different management procedure than that of MW. The CLIENT may order removal of such waste from the CONTRACTOR, by signing a separate contract.

2.7. The CLIENT undertakes to prevent long-term accumulation of the MW in the property of the waste generator or possessor, ensuring regular collection thereof and transfer to the CONTRACTOR, considering the amount (volume) of the actually generated, unsorted MW, but with the following minimum frequency:

2.7.1. private residential homes:

2.7.1.1. 1 (once) x every four weeks, if not more than 2 (two) persons have declared their place of residence in the house and assuming that the amount of removed unsorted MW per month is 120 (one hundred and twenty) litres regardless of the form of waste collection (containers or pre-paid waste bags);

2.7.1.2. 1 (once) x every two weeks, if more than 2 (two) persons have declared their place residence in the house;

2.7.2. In residential buildings — at least 1 (once) x a week;

2.7.3. In non-residential buildings, where economic activity is performed (offices, schools, stations and other similar buildings) — 1 (once) x every four weeks;

2.7.4. For merchants, who have a grocery store, café or who are involved in production or processing of food products, and who have signed a contract with the waste manager in accordance with Paragraph 35 of Riga City Council Binding Regulations No. 87 “On municipal waste management in Riga city” of 29.11.2019 — 1 (once) x every four weeks.

2.8. The CLIENT is aware that the minimum frequency of waste container emptying is determined in the binding regulations of the municipality.

2.9. The CLIENT shall choose the volume, number and frequency of removal of containers corresponding to the binding regulations of the municipality and the generated waste volume.

2.10. The CLIENT is entitled to receive the following additional services upon previous approval on the procedure of waste collection or time of provision of the SERVICE (EUR including VAT):

2.10.1. removal of biodegradable waste: 12.57 EUR/m<sup>3</sup>, including VAT 21%;

2.10.2. Pre-paid MW bags: set (5 pcs.), with volume of 60 l: 4.96 EUR (incl. VAT 21%); 120 l: 9.92 EUR (incl. VAT 21%); 120 l:

### **3. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR**

3.1. The CONTRACTOR shall provide the Service in a quality manner in accordance with the documents of the procurement procedure, organised by Riga City Municipality, hereinafter in the text referred to as the “Municipality”, and the waste management permits issued by the environmental protection institutions and the applicable laws and regulations.

3.2. The CONTRACTOR is entitled not to provide the Service at the pre-approved time in case of occurrence of force majeure conditions: natural disasters, floods, earthquakes, strikes, etc., the occurrence of which could not reasonably have been foreseen and prevented by the Parties. In any event, the CONTRACTOR shall use its best endeavours to provide the Service and, to the extent possible, warn the CLIENT of possible failure to provide Services. In such case the CONTRACTOR shall not be liable for failure to meet the obligations.

3.3. The CONTRACTOR is entitled not to provide the Service, if the CLIENT has violated the terms of this Contract (no access to MW container, composition of the MW and collection thereof does not meet the conditions of this Contract, etc.). In such case the CONTRACTOR shall make photo recording and the CLIENT shall be liable for failure to meet contractual conditions.

3.4. If due to technical reasons the CONTRACTOR is unable to provide the Service in accordance with the schedule or within the pre-approved term, the CONTRACTOR

may transfer the service provision to the following day (in accordance with the MW removal schedule) or any other day to be approved with the CLIENT, without reducing the number of MW removal times specified in the CLIENT’s schedule. If transfer of the SERVICE results in application of administrative penalty to the CLIENT for failure to remove municipal waste, the CONTRACTOR shall reimburse the expenses for the payment of the administrative penalty to the CLIENT.

3.5. The CONTRACTOR shall:

3.5.1. Treat the objects of the CLIENT with care (green area, plants, fences), and to reimburse the actual damage caused;

3.5.2. Perform replacement and/or repair of the MW containers in a timely manner and at its own expense, if the damage has been caused due to the fault of the CONTRACTOR or due to natural wear and tear of the containers;

3.5.3. Ensure collection of the waste that has fallen out during emptying of the MW containers, except for cases when the container was overloaded and/or if the lid was not closed.

3.5.4. Ensure washing MW containers from inside with disinfecting liquid as necessary, but at least 2 (twice) x a year;

3.6. The CONTRACTOR shall be CLIENT to change the Service provision schedule and technology, upon notifying the CLIENT thereof in writing at least one calendar week in advance.

3.7. The CONTRACTOR shall inform the CLIENT in writing of the changes in waste management fee. The waste management fee may be changed in accordance with the purchase contract, signed between the CONTRACTOR and the Municipality, or the laws and regulations.

3.8. The CONTRACTOR shall not be responsible for complete emptying of the MW containers, if the MW has frozen in, stuck together or compacted.

### **4. SERVICE PROVISION**

4.1. The Service shall be provided in accordance with the MW removal schedule.

4.2. The CLIENT shall apply removal of any additional MW volume to the CONTRACTOR at least 2 (two) business days before the planned Service provision day.

4.3. The CLIENT is entitled to use pre-paid MW bags for the removal of additional waste. If on the day of service provision, the pre-paid bags are placed next to the container, the removal thereof shall not be applied separately.

### **5. PAYMENTS**

5.1. The CONTRACTOR shall issue an invoice to the CLIENT for the planned Service scope for the invoicing period, specified in the contract, until the 15<sup>th</sup> date of the first month of the relevant period.

5.2. The CLIENT shall pay the invoices for the received Services latest by the 5<sup>th</sup> date of the following month. If the invoicing period consists of several months, the CLIENT is entitled to pay the CONTRACTOR’s invoice for each month separately, nevertheless, the CLIENT shall make the payment by the 5<sup>th</sup> date of each month at the latest for the Service received in the previous months.

5.3. For delayed payments the CLIENT shall pay late penalty of 0,1% (zero point one percent) from the outstanding payment per each delayed payment day.

5.4. The CONTRACTOR shall include revisions for the previous period in the invoice if:

5.4.1. The Service has not been provided due to the fault of the CONTRACTOR;

5.4.2. If additional MW amount has been removed in accordance with the application of the CLIENT, other Services had been provided, the schedule, the volume, frequency of Service provision or any other conditions have been changed, which affect the total Service price under this Contract.

5.5. If the CLIENT fails to comply with Paragraph 2.2. or 2.6. of this Contract, the MW will not be collected, but the fee for the Service shall be included in the invoice in 50% (fifty per cent) amount for the relevant container volume at the particular removal time.

### **6. MW CONTAINERS**

6.1. The CONTRACTOR shall deliver MW container(-s) to the CLIENT within 14 (fourteen) calendar days since signing of the Contract, but not later than 5 (five) calendar days before the first removal.

6.2. If the MW container is stolen, the CLIENT shall immediately notify the law enforcement authorities and the CONTRACTOR thereof. In such case the CONTRACTOR is entitled to address the State Police as victim.

6.3. The CLIENT shall assume material liability for the preservation of the containers transferred for use and equipment thereof, and shall reimburse the full replacement value of MW in accordance with the price-list of the CONTRACTOR, if the MW container has been damaged due to action or inaction of the CLIENT, and is not related to natural wear and tear or defect of the MW container. Upon expiry of the Contract the CLIENT shall return the container(-s) to the CONTRACTOR in a usable condition, and only natural wear and tear of the containers is permitted.

6.4. The CLIENT shall immediately notify the CONTRACTOR if the MW container(-s) has not been delivered within the deadline specified in the Contract or if the MW container has been damaged or lost.

6.5. If the CLIENT uses own container for waste collection, the CONTRACTOR is entitled to equip the container with the necessary devices for data recording at its own expense. The CLIENT shall ensure preservation of the devices of the CONTRACTOR.

### **7. VALIDITY OF THE CONTRACT**

7.1. The Contract shall become in force when it is concluded, if the Parties have confirmed this by any of the following means: secure electronic signature, physical signature or confirmation, via electronic means. The Contract shall be in force for the period of effect of the procurement contract, signed between the CONTRACTOR and the Municipality, which is planned to be until 18.02.2027.

7.2. If the CLIENT has lost the obligation to receive the Service in the territory of the Municipality, the CLIENT is entitled to terminate this Contract by notifying the CONTRACTOR thereof in writing at least 1 (one) month in advance.

### **8. CLAIMS AND LIABILITY**

- 8.1. The CLIENT may submit a motivated claim to the CONTRACTOR for the provided Service within 3 (three) business days following failure to meet or inadequate performance of the obligations by the CONTRACTOR. All claims shall be submitted in written or verbal form, indicating the circumstances, which motivate the claim, as well as submitting evidence for justification of the claim, contacting the CONTRACTOR's Customer service centre via phone 8717, 6799999, fax 677699963 or e-mail [riga@ecobaltiavide.lv](mailto:riga@ecobaltiavide.lv), or by filling in application on the website [www.ecobaltiavide.lv](http://www.ecobaltiavide.lv).
- 8.2. The CONTRACTOR shall respond to the CLIENT within 15 (fifteen) business days since the day of receiving of the information.
- 8.3. The Parties shall be exempt from liability for failure to meet obligations or inadequate performance in case of occurrence of force majeure conditions: natural disasters, flood, earthquakes, strikes, etc.
- 8.4. If the CLIENT fails to meet or inadequately meets its contractual obligations, the CONTRACTOR is entitled to transfer the rights of recovery of the late payments to third parties.
- 8.5. The CONTRACTOR is entitled to perform processing of personal data of the CLIENT, including to transfer the data to third parties in the amount necessary for the performance of the Contract. Upon signing this Contract, the CLIENT confirms that it agrees to receive information, using the means of communication, specified in the contract.

**9. GENERAL TERMS OF THE CONTRACT**

- 9.1. The CONTRACTOR shall unilaterally make all changes in the Contract (except for 3.6), which have been made on behalf of the CLIENT and received via the means of communication of the CLIENT specified in this Contract. The CLIENT shall immediately inform the CONTRACTOR of any changes in the means of communication.
- 9.2. The Parties shall resolve all disputes and disagreements that may arise during the performance of this Contract via negotiations. If the Parties cannot reach an agreement, the dispute shall be settled in accordance with the laws and regulations of the Republic of Latvia.
- 9.3. Upon signing of this Contract, all previous written or verbal agreements between the Parties on the subject of the Contract shall become null and void.