



**\*\*Terms and Conditions for Used Cooking Oil Collection Services\*\***

**1. \*\*Agreement Duration\*\***

- This agreement is effective for one year from the start date, automatically renewing for successive one-year periods unless terminated with 30 days' notice by either party.

**2. \*\*Product and Services\*\***

- We will collect and purchase used cooking oil from your establishment as per the terms of this agreement.

**3. \*\*UCO Container Usage\*\***

- Only used cooking oil (UCO) is to be placed in the containers provided. The placement of any other substances or materials in these containers is strictly prohibited.

**4. \*\*Quantity of Collection\*\***

- Collections will be conducted monthly, with the quantity determined and communicated at each month's end.

**5. \*\*Pricing\*\***

- The pricing for collected oil is agreed upon on a case-by-case basis. Prices are subject to change at our discretion based on market conditions, with appropriate notice provided.

**6. \*\*Payment Terms\*\***

- Monthly electronic receipts will be issued, with payment due within 30 days of the invoice date.

**7. \*\*Container Ownership and Maintenance\*\***

- We provide and maintain the containers for used cooking oil. Clients are responsible for any damages or loss while in their possession.

**8. \*\*Collection Schedule\*\***

- Collection schedules will be mutually agreed upon and are subject to flexibility based on operational needs.

**9. \*\*Indemnification\*\***

- Both parties agree to indemnify each other against losses resulting from breaches of this agreement.

10. **\*\*Non-Solicitation\*\***

- For one year post-agreement, neither party will solicit employees, consultants, or contractors from the other.

11. **\*\*Confidentiality\*\***

- All information, including trade secrets and pricing details, is to be kept confidential.

12. **\*\*Termination\*\***

- This agreement can be terminated with 30 days' notice, or immediately for an unrectified breach within 15 days.

13. **\*\*Price Adjustment Rights\*\***

- We reserve the right to adjust prices based on market changes, with 30 days' notice to the client.

14. **\*\*Governing Law and Dispute Resolution\*\***

- This agreement is governed by Guatemalan law, with disputes resolved through negotiation or mediation.

15. **\*\*Notices\*\***

- Official communications must be made via email or written text, with contact details specified in the agreement.

16. **\*\*Force Majeure\*\***

- Neither party is liable for delays or failures in performance resulting from events beyond their control.

17. **\*\*Entire Agreement\*\***

- This document constitutes the entire agreement between the parties, with any modifications requiring written consent.

18. **\*\*Right of Refusal\*\***

- Clients must allow us the opportunity to match or exceed any competitor's offer for similar services.

19. Self-Declaration on Used Cooking Oils and Fats (UCO) for Biofuel Production

According to the Directive 2009/28/EC1 Under ISCC EU (this document does not apply for deliveries under ISCC DE /36th BImSchV). By signing the service contract, the signatory declares that the following requirements are met:

a. The delivery consists entirely of used cooking oil (UCO) and is not mixed with fresh oil. The cooking oil is entirely of vegetable origin.

b. Documentation of quantities delivered is available.

c. Applicable national legislation regarding waste prevention and management (e.g., transport, supervision etc.) are complied with.

Note: By signing this service contract, the signatory acknowledges that auditors from certification bodies (may be accompanied by inspectors from authorities with the purpose to evaluate the performance of the certification body) and staff of certification schemes can examine whether the requirements are met as stated in this self-declaration.

i. Only biomass defined as the biodegradable fraction of products, waste and residues from biological origin from agriculture (including vegetal and animal substances), forestry and related industries including fisheries and aquaculture, as well as the biodegradable fraction of industrial and municipal waste (Directive 2009/28/EC).

ii. Please be aware, that animal fat is not considered biomass in some Member States. Biofuel produced from a feedstock of animal origin might thus not be eligible to be counted against the biofuel quota in those Member States.

iii. Vegetable oil which has been used for cooking or frying meat and therefore may be contaminated with animal content does not classify as of animal origin.