

General Terms for Sales and Delivery

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§1. Scope of Applicability.

All sales, deliveries, services, proposals and order confirmations, both domestic and foreign, will be based solely on our General Terms for Sales and Delivery. The General Business Terms of the customer, or any third party, are not applicable unless explicitly consented to by us in written form. Our General Terms for Sales and Delivery remain in force even when, having prior knowledge of General Business Terms of the customer which deviate from our General Terms for Sales and Deliveries, we unreservedly complete the order or provide the service. Our Business Terms only apply to business in accordance with §14 BGB.

§2. Proposals and Contract closure.

All proposals made prior to the closing of a written contract or written order confirmation are not legally binding. Verbal orders, either direct or by telephone, made by the contract partner are binding on the said contract partner. A binding sales agreement between contract partners has not been constituted unless written consent and confirmation of the order by us has been sent to the customer.

§3 Terms of Supply and Delivery Deadlines.

1. Terms of supply are determined by the written confirmation of the order. For orders according to weight we reserve the right to adjust the actual volume of material delivered up or down 10% from the actual amount ordered and to adjust the invoice accordingly.
2. Delivery deadlines commence only after our authorized acceptance and approval of the order has been dispatched.
In the case of further documents being required by the contract partner regarding the order such as releases and or permits, the delivery deadline begins when all necessary documentation has been acquired. If a deposit has been agreed upon the delivery deadline begins when said deposit has been received.
Furthermore, the delivery deadline begins only after any accounts receivable, which are due from the contract partner, have been settled.
3. The delivery deadline has been met when the products have been dispatched from the warehouse or when notice of dispatch availability has been sent to the contract partner prior to the deadline.
4. In the event of delayed deliveries, for which the supplier cannot be held responsible, caused by unforeseeable events at the time of the contract conclusion (e.g. all manner of operational disruptions, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, scarcity of workforce, energy or raw materials, difficulties in procuring the necessary official approvals, official measures or non-delivery, incorrect or late delivery by suppliers), the delivery and completion deadlines will be readjusted according to the duration of the obstruction plus an appropriate re-initializing time. In the event of such occurrences, the contract partner will be notified as soon as possible.
5. In the event of any delay in delivery which is caused by the supplier's culpable infringement of an essential contract obligation, liability will be in accordance with current statutory provisions. In other instances, we shall be liable, in the case of delayed delivery, for each full week of delay, according to a flat rate compensation in the amount of 1% of the delivery value with a maximal overall compensation amounting to 5% of the invoice value.
6. Partial deliveries are permissible within the agreed delivery deadline if they do not result in disadvantages relating to the use of the product.

§4. Receiving and transfer of risk/Packaging

1. After the completion of a sales contract the contract partner is obligated to accept delivery of the products. Incoterms 2010 apply for the transfer of risk. In the case of delivery ex works, the pickup address will be made available to the contract partner along with the order confirmation. Should the contract partner be in arrears regarding receipt of the products, whether deliberately or grossly negligent, we are entitled to withdraw from the contract and/or claim damages for non-completion of the contractual agreement.
2. Packaging becomes the property of the contract partner and will not be accepted for return by the supplier.

§5. Liability and Warranty.

1. Defect claims from the contract partner are conditional on him having fulfilled all obligations with respect to the inspection and making complaints regarding defects under §377 German Commercial Code. Recognisable defects must be reported within 5 working days of delivery.
2. Should there be a hidden defect in the purchased object the contract partner has the possibility of rectification up to one month from the delivery date. If we are unable to rectify any defect covered under our warranty or if it is unreasonable to expect the contract partner to accept further attempts to rectify the defect, then the contract partner may request a reduction in price or withdraw from the contract. There is no entitlement for replacement parts delivery.
3. Claimed goods may not be returned without our express consent and prior permission.
4. The purchaser is obligated to allow the supplier the opportunity to inspect and verify any defects. If necessary on site. Should this right be refused the products will be considered delivered and received without defect.
5. In the case of plastic shred and re-granulate, small impurities and slight deviances and variations in colour are not considered to be defective and therefore do not constitute a claim for defects.
6. We will only assume liability for further claims and rights in the case of intentional acts or gross negligence on our part. If we are responsible for gross negligence our liability is limited to the foreseeable typical contract damages. In all other cases liability is excluded. This limitation of liability does not apply to data protection claims.
7. Compensation claims for unlawful or criminal acts are excluded unless the damages were caused by intentional acts or gross negligence. This also applies to acts of our vicarious agents.

§6. Retention of Ownership

1. We reserve all rights of ownership of the purchased goods up to the receipt of all accounts receivable from the business relation with the customer. Transferred, subsequent or extended retention of ownership is forbidden without exception unless expressly stipulated in the business agreement with the customer. In the event of a customer's behaviour being contrary to the terms of the contract, in particular default in payment, we are entitled to retrieve the object purchased. Retrieval of the purchased object by us does not constitute a withdrawal from the contract unless specifically stated by us in written form. Garnishing of the purchased object by us always leads to a withdrawal from the contract. We are authorised to re-utilise the goods after retrieval from the customer. After the goods have been retrieved, we will be entitled to dispose of said goods; the earnings from the disposal - minus reasonable disposal costs - shall be offset against the accounts receivable owed by the customer.
2. The customer is entitled to resell the products in the normal course of business. However, he shall assign all proceeds resulting from the reselling of the product to us now, in the amount of the total sum payable in the invoice (including VAT), regardless of whether the product was sold with or without further processing. Should the customer's accounts receivable be in arrears we reserve the right to collect the claim ourselves. In this case, we can require the customer to provide us with all necessary information regarding the assigned claims and the identity of the debtor along with all necessary documentation relevant for collecting the claim.

In addition, he will inform the (third party) debtor of the assignment. If the customer settles his accounts payable from the proceeds of the re-sale, if his account is not in arrears and especially if he, nor any other third party, has not applied for the opening of insolvency proceedings or suspension of payment, we undertake not to collect the claims from third parties ourselves.

3. If the customer has processed, reformed or inseparably combined the goods with other goods, the changes shall always be made on our behalf as manufacturer. In this case we acquire co-ownership of the changed products relevant to the invoiced value of the purchased item (total invoice value including VAT) at the time of processing by the customer. The product resulting from the processing is subject to the same conditions which applied to the original purchased object delivered.
4. The purchaser shall store the co-owned product. He shall not pledge or give the product as security. In the case of foreclosure, seizure or other injunctions from third parties, he shall inform us immediately. He must inform any third party of the ownership rights of the supplier

§7. Terms of Payment

1. Unless otherwise stated in the order confirmation, the sales price is ex works and payment is due immediately, without deduction, upon receipt of the supplier's invoice. VAT is not included in our price and will be shown separately on the invoice.
2. Deduction of discounts require special prior written agreement.
3. In the case of arrears, we are entitled to impose penalty interest of 5% above the respective discount rate of the "Deutsche Bank", providing greater losses have not occurred. The customer is entitled to establish the fact that no, or only minor loss has occurred.
4. The customer is only entitled to offsetting rights if his counterclaims are legally established and confirmed, and are undisputed and explicitly acknowledged by us.

§8. Confidentiality.

1. The business partner commits to maintaining confidentiality to all third parties concerning all business arrangements including any knowledge he has acquired of internal information concerning the implementation of company supply relations.
2. All facts, which the business partner acquires in the framework of the cooperation between him and the company, must be held in strict confidence. The same conditions of confidentiality apply to us regarding our relationship to the business partner.
3. Third parties may become privy to the confidential information only with our expressed consent. The confidentiality agreement remains in force even after the termination of the business relationship.

§9. Miscellaneous Regulations

1. All legal action concerning disputes arising from the contractual relationship will be filed within the jurisdiction of the responsible court at the headquarters of the company. Furthermore, we are entitled to file claims at the headquarters of the customer.
2. Insofar as the order confirmation stipulates nothing else, our place of business is the place of performance.
3. The law of the Federal Republic of Germany exclusively applies and excludes all laws governing international purchasing of movable goods even if the contract partners place of business is abroad.
4. All changes and/or supplements to this contract must be in written form. Verbal collateral agreements are non-permissible and non-existent.
5. By accepting the order confirmation the contract partner recognizes these General Terms of Sales and delivery even if they are not presented to him with each subsequent order.