

Terms and Conditions of Sale and Delivery

1. It is agreed between the buyer and seller that delivery is governed by the Terms and Conditions of Sale and Delivery set out below. Divergent Terms and Conditions shall only be binding if agreed by us in writing.
2. All offers are without engagement. Goods offered are subject to prior sale at all times.
3. Place of fulfilment in respect of all deliveries made from our warehouse in Solingen shall be Solingen. Place of fulfilment shall otherwise be the place from which delivery takes place.
4. All deliveries take place at the orderer's own risk even in circumstances where delivery carriage paid has been agreed. The buyer further bears the risk for returns and for empties during return transport.
5. Delivery takes place ex-warehouse. Cartage to the point of departure will be charged forward. The buyer shall bear the cost of cartage at the delivery destination even in circumstances where delivery freight prepaid has been agreed.
6. All delivery deadlines are non-binding.
7. We shall be exempted from the duty to deliver without any further obligation in the case of occurrence of events which are not attributable to us or in the case of occurrence of events caused by force majeure that make delivery or transport impossible for us or for our delivery agents.
8. Hindrances that cause unreasonable costs to us, such as government authority measures, shortages of raw materials and transport difficulties, shall also be deemed to be an impediment and obstacle within the meaning defined above.
9. In the event of non-compliance with payment conditions or a change in the business circumstances of the customer, we shall have the right to withhold deliveries temporarily or to withdraw from the contract. In the event that payment deadlines are exceeded, all monies owed by the customer, including such monies as are already covered by bills of acceptance, shall immediately fall due.
10. Bills of exchange will only be accepted on the basis of separate agreement and shall not constitute payment until redeemed.
11. Invoices shall be issued on the basis of the weight recorded at the time the delivery was dispatched.
12. Delivery of goods takes place under retention of title pursuant to § 455 German Civil Code (BGB) with the following additional provisions.
 - a) Goods shall remain the property of the seller until such time as full payment of all claims has been made, including claims arising in the future.
 - b) Acquisition of ownership by the buyer in goods subject to reserved ownership rights in the

case of the processing of such goods subject to reserved ownership rights to create a new product within the meaning of § 950 BGB is excluded. Any processing or manufacture shall be deemed to have taken place on behalf of the seller without the incurrance of any liabilities by the seller in this respect.

c) In the event of processing by the buyer with other goods not belonging to the seller, the seller shall be entitled to co-ownership in such a new product in the ratio of the value of the goods subject to reserved ownership rights compared with other goods processed at the time when such processing takes place. The same provisions shall otherwise apply to new product created as a result of processing as to the goods subject to reserved ownership. Such a product shall be deemed to be goods subject to reserved ownership within the meaning of the present Terms and Conditions. The value of the goods subject to reserved ownership rights should be understood to be the value arising from the quantity or mass of the goods processed, combined, mixed or comingled by the buyer on the basis of the prices charged on delivery by the seller of the goods subject to reserved ownership rights.

d) Claims from the onward sale of goods subject to retention of title are assigned to the seller with immediate effect regardless of whether such goods subject to retention of title are sold on with or without agreement and regardless of whether sold to one or more buyers. The claim thus ceded shall serve as collateral only in the amount of the value of the goods subject to reserved ownership respectively sold. In the event that the goods subject to reserved ownership are sold by the buyer together with other goods not belonging to the seller, irrespective of whether such a sale takes place by agreement, assignment of the claim for the sale price shall be made only to the value of the goods subject to reserved ownership forming the object of the present sales agreement together with other goods or forming part of the object of purchase.

e) The buyer shall only be entitled and authorised to sell on or make disposal of the goods subject to reserved ownership with the proviso that the claim for the sale price resulting from the onward sale shall be transferred to the buyer pursuant to d) above.

f) Notwithstanding the assignment, the buyer shall be entitled to collect claims arising from the onward sale. The authorisation of the buyer to make collection is without prejudice to the right of the seller to make collection. Notwithstanding this, the seller shall not itself collect claims as long as the customer fulfils payment obligations in a proper manner. The buyer shall at the request of the seller notify the buyer of debtors of claims ceded and inform the debtors of the assignment.

g) Retention of title pursuant to the stipulations hereinabove shall also remain in place in the event that individual claims are added to a current invoice and the balance has been calculated and acknowledged.

h) The buyer is not permitted to pledge goods subject to retention of title or offer goods subject to retention of title as collateral. The buyer shall inform the seller without delay of attempts by third parties to assert claims.

i) In the event that the value of collateral exceeds the amount of claims to be secured by more

than 25%, the seller shall to this extent be required to release collateral at the request of the buyer.

13. A certain risk is associated with the trade in plastic waste (reground or regenerated material) or non-standard goods due to possible admixture of foreign materials, something which may occur despite the greatest care and attention and which is also reflected in the low price. The buyer needs to be aware of this risk. It is thus the sole decision of the buyer whether to use regenerated material, non-standard material or reground material for an intended purpose instead of original products. The seller cannot be held liable in the event that goods purchased prove to be unsuitable. Any product liability is, therefore, excluded.
14. The guarantee rights of the buyer are restricted to the right of cancellation of contract for sale. We have the authority to avoid such a cancellation of contract for sale by providing subsequent performance or a replacement delivery. The buyer shall have the statutory guarantee rights in the event that subsequent performance fails or the replacement delivery is also defective.
15. Additional conditions for contract orders: if the customer provides material for processing, the customer shall be liable for all damages caused to us by foreign bodies or masses contained within the material.
16. Place of jurisdiction for disputes arising from contracts relating to the processing/delivery of goods or the provision of services by us shall be Solingen insofar as the buyer or orderer is a Registered Trader under German Law within the meaning of German Commercial Code.
17. In the event that one of the above provisions should be in breach of statutory stipulations or should be for other reasons invalid, this shall be without prejudice the other provisions herein contained.

General Terms and Conditions of Procurement

1. We only consider orders to be binding if placed in writing and signed by authorised signatories. Verbal side agreements and amendments to the present General Terms and Conditions of Procurement are not valid unless confirmed in writing.
2. We reserve the right to withdraw from the contract in all cases of force majeure, such as civil unrest, war and extraordinary government authority measures exerting an influence on the present agreement.
3. In the absence of express agreements to the contrary, the seller shall provide a guarantee to the statutory extent. Notwithstanding this, the seller shall in every case be liable for ensuring that goods are delivered in usable condition for processing and are free from foreign bodies, impurities and foreign plastics. Because it is normally not possible for us to ascertain defects before processing takes place, the seller waives compliance with a deadline for

notification of defect. In the event of a justified complaint, the seller is, at the discretion of the buyer, required either to take back the goods supplied at the seller's expense and reimburse the purchase price to the buyer insofar as said purchase price has already been paid or to replace the defective goods returned. The seller shall be required to bear all damages and costs demonstrated to have been incurred by the buyer.

4. Copyright and inventor's rights: the seller shall provide a guarantee that the goods delivered by the seller do not breach any copyright or inventor's rights. The supplier shall be liable for any disadvantages suffered by us as a result of failure to comply with these provisions. We shall act at our own discretion in determining the use of goods insofar as nothing to the contrary has been agreed in writing.
5. We do not recognise retention of title for goods supplied.
6. Invoices shall be issued separately from the goods at the time when goods are dispatched and must include our order date. A separate invoice must be issued for each order.
7. Terms and Conditions of the supplier that are divergent from the present General Terms and Conditions of Procurement shall only apply if accepted by us in writing. In the event of a dispute, the seller may not interpret settlement of the invoice as approval of the delivery or waiving of the right to give notification of defect. Our prior consent is required for the assignment of any claims from delivery agreements.
8. Place of fulfilment and place of jurisdiction is Solingen.
9. Payment is made 8 days after receipt of goods minus 2% cash discount or 30 days net. Notwithstanding this, a payment or prepayment that may have been agreed does not absolve the seller from liability. In no case does payment constitute recognition that the goods have been supplied in accordance with the contract.
10. The present provisions abrogate any divergent Terms and Conditions that the seller may have in place.