

1. Validity of our general purchasing terms and conditions

These purchasing terms apply to all **purchases of recycling raw materials** at entrepreneurs. They apply exclusively and also to future businesses with the contracting party. Conditions of the contracting party differing from our purchasing terms and conditions will not be valid even if we do not expressly oppose to them or render services towards the contracting party or accept services of the contracting party without reservation. We will have the right to withdraw from the contract if the contracting party opposes to the validity of our purchasing terms and conditions. General terms and conditions of the contracting party will not be valid even if they deviate from legal provisions irrespective of the content of our purchasing terms and conditions.

2. Formation of the contract, documents, confidentiality, materials

2.1. Orders will always be placed by us in writing; oral or telephone orders need a written confirmation. Acknowledgements of orders made by the contracting party differing from the order will not be valid. Calls with regard to regular business transactions will also be accomplished by telephone according to the underlying agreements.

2.2. The contracting party is obliged to make available to a third party all information that is expressly described as confidential by us or whose regard for confidentiality results from the circumstances, only with our express consent.

3. Prices, invoicing, packaging

3.1. The prices indicated by us are net prices exclusive of the relevant legal turnover tax.

3.2. The order number indicated by us must be quoted in all correspondence, in particular on delivery notes and invoices. Invoices must be sent in together with a copy.

3.3. The contracting party guarantees a functional and careful utilisation, exclusively destined for the collection of unmixed plastic materials, of the transport receptacles (lattice boxes). The receptacles remain our property. As far as any damage will be caused to the receptacles on account of an improper use, the contracting party will be obliged to indemnification.

3.4. The average weight, determined by Tönsmeier, of the pvc material, which is ordered in skeleton containers, is used for accounting. The average weight will be checked for accuracy once in a year and adjusted if necessary.

4. Payment and default in payment / retention of title

4.1. Payments will be made at our option by cash payment, transfer or cheque.

4.2. Payments will fall due for payment within 30 days after complete and faultless delivery of the goods or after receipt of the invoice – depending on what happens last. In the case of part deliveries, the arrival of the last part shipment, in the case of a premature delivery the agreed delivery date will be applicable. In the case of payment within a fortnight after receipt of the goods or the invoice – depending on what happens last – we will be entitled to deduct 3 % cash discount from the net amount unless no other agreement has been made in the respective individual case. In the case of a contract for work, the above-mentioned periods of time will be running starting from the unreserved acceptance.

5. Set-off / rights of retention

The contracting party will only be entitled to the set-off with own claims and to the exercise of a right of retention if its counterclaims are ascertained with legal force, undisputed or accepted by us in writing. Rights of retention can only be asserted to the extent and to the amount corresponding to the value of the counterclaim.

6. Prohibition of assignment

Claims of the contracting party under the business relation with us must not be assigned to a third party or burdened with rights of a third party without our explicit consent.

7. Delivery, passing of risk, default in delivery

7.1. The contracting party is obliged to transfer ownership of and to hand over all the documents concerning the goods free of charge and free of cost on delivery of the goods.

7.2. The contracting party must immediately inform us if it is foreseeable that it will not be able to respect the agreed delivery date; further claims for default remain unaffected.

8. Refusal of acceptance, default in acceptance

8.1. We will be entitled to refuse the acceptance of the goods in the case of force majeure, operational disorders, strikes and lock-outs, in the case of other commotions as well as in the case of official orders, as far as we do not have to answer for these obstacles.

8.2. If the obstacles as defined in the previous item exist for a period of time of more than one month, we will be entitled to withdraw from the contract and to demand back payments already made. If part deliveries are already made and if we are interested in keeping the already made deliveries, the consequences of the withdrawal will be limited to the part deliveries that have not been made yet.

9. Quality agreement / guarantees

9.1. The contracting party guarantees and assures that the goods to be delivered will comply with the fixed quality requirements that are known to the contracting party. The quality requirements can also be accomplished by a definition of the composition of the plastic materials agreed upon individually between the parties. The contracting party guarantees in particular the compliance with the requirements on the purity of the material to be delivered as fixed in the relevant data sheets. It guarantees in addition that the material will be free from foreign substances according to the requirements in the data sheets.

9.2. We will have the right at any time to refuse the acceptance of such plastic materials that are faulty, in particular as far as there are in the deliveries foreign substances that are not materials subject to the contract. The contracting party will be liable for damages caused to us by the fact that the plastic materials do not comply with the specification agreed upon. In these cases, we reserve a return delivery or a disposal of the plastic materials at the expense of the contracting party. In case a processing of the materials should already have taken place or the fault could only have been detected through the processing, we will also charge for the cost of grinding. Further indemnification remains expressly reserved.

10. Liability in case of faults

10.1. Our contracting party will be liable for any faults of the goods without limitation according to the legal rules and regulations. The contracting party will also be liable for damages that are due to incorrect or not sufficient informing or declaration on the materials to be accepted and disposed of by us.

10.2. The term of limitation for the claims for faults of the purchased goods is three years starting from the delivery of the final product by us at our customer; the term of limitation however will end five years after delivery of the goods by the contracting party to us at the latest.

10.3. If the delivered goods turn out to be faulty, we will be entitled in urgent cases to remedy ourselves the fault or to have it remedied by a third party at the expense of the contracting party.

11. Liability for indemnification

11.1. Our liability is limited to gross negligence and intent. This is also applicable to breaches of duties by our legal representatives and servants.

11.2. In the case of simple negligence, we will only be liable if essential contractual obligations are neglected.

11.3. These limitations of liability are not applicable to claims connected with the violation of life, body or health.

12. Final provisions

12.1. The German law is applicable. The application of the UN Sales Law is excluded.

12.2. If individual provisions of these general terms and conditions are completely or partially ineffective, this will not affect the effectiveness of the other provisions or the other parts of such provisions; the legal provision will be applicable instead.

12.3. The data necessary for the processing of the business transactions will be saved by us at a central location.

12.4. The exclusive place of jurisdiction will be Höxter.