

Dear customer,

for the creation of your master data we need the following information:

Please fill in the information and send it back to us by fax +49 6359 93748-48 or by mail dispo@krg.center.

Master Data:

Company:

Address:

Zip Code, City:

Country:

Phone:

Fax:

E-Mail:

Company registration number:

Registry Court:

Opening hours:

Managing Director:

Name, First name:

Bank Details:

Name of bank:

BIC/SWIFT:

IBAN:

Informations on tax matters:

Tax number:

VAT number:

Informations for billing:

We request invoices
by email

Email:

We request invoices
by mail

We assure you that the above informations are correct and complete. We have taken note of the general terms and conditions of business.

City, Date

Signature and stamp

Terms of delivery and payment of Kunststoff Recycling Grünstadt GmbH



1. General scope

- a) Our terms of delivery and payment shall apply exclusively. We do not recognise any terms that conflict with or deviate from our terms of delivery and payment, unless we expressly agree to their validity in writing. The terms of delivery and payment shall also apply if we supply these goods despite our knowledge of conflicting or differing terms and conditions on the part of the purchaser.
- b) Our terms of delivery and payment shall apply only to companies within the meaning of section 310 (1) of the German Civil Code.
- c) The terms of delivery and payment shall also apply to all future transactions with buyers.
- d) We have the right to transfer our claims against the buyer to third parties.

2. Conclusion of the contract

The purchase contract is only concluded upon our written confirmation of the order. Our invoice shall also be deemed to be an order confirmation if no written confirmation of the order has been given beforehand. The relevant date for the conclusion of the contract is the date of the written confirmation or invoicing.

3. Offers and prices

- a) Our offers are subject to change and non-binding unless otherwise expressly agreed in writing in the case in question. Our prices valid on the day of delivery shall apply where no prices have been agreed upon when the contract is concluded.
- b) Our prices are always ex works, excluding freight, customs, import duties and plus the statutory value-added tax. The buyer is responsible for unloading the delivered goods, even if they are delivered carriage-paid.
- c) If a delivery is to take place only four months after the conclusion of the contract, we reserve the right, after informing the buyer, to increase the price accordingly in the event that our purchase prices increase or that production or distribution becomes more expensive due to circumstances beyond our control.

4. Delivery, delay in delivery or acceptance

- a) Delivery periods or delivery dates are only binding for us if we have confirmed them in writing and if all technical issues have been resolved. Delivery periods begin on the date of the order confirmation. If the buyer has to make a deposit in advance, the delivery does not start before we have received payment.
- b) The delivery period or delivery date shall be observed by us if the buyer has been notified that we are ready for dispatch by the end of the delivery period or on the delivery date or if the transport order has been placed. Provided that the buyer does not want a particular shipping method, we will choose the shipping method at our discretion without guaranteeing the cheapest or fastest way.
- c) Events of force majeure entitle us to postpone the delivery for the duration of the hindrance plus a reasonable start-up period, or to withdraw from the contract in whole or in part because of the part not yet fulfilled. Force majeure includes strike, lockout or unforeseeable and unavoidable circumstances that make timely delivery impossible despite reasonable efforts. We must provide proof of this.
- d) If we have agreed in writing with the buyer that we will only deliver the goods on demand, the buyer must call off all of the goods within 6 months of the conclusion of the contract.
- e) If the buyer defaults on acceptance or culpably violates other duties to cooperate, such as the call-off obligation set out in point d), we are entitled to require compensation for the damage incurred to us in this respect, including any additional expenses. All other claims remain unaffected.
- f) Insofar as the prerequisites of point e) are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the buyer at the time when the buyer defaults on debts or acceptance.
- g) Partial deliveries are permissible if they are reasonable for the recipient.

5. Payment and late payment

- a) Payments must be made without any deductions within 30 days of the invoice being issued, unless other written agreements have been made.
- b) If the payment date is exceeded, we are entitled to charge interest on the overdue sum in the amount of 10% above the respective basic rate of interest stipulated in section 247 of the German Civil Code. Any agreed discounts do not apply. The buyer has the right to prove that we have incurred a smaller loss of interest, which must then be reimbursed.
- c) If the buyer is in default with an invoice amount, all other outstanding invoices of the buyer shall be due for payment immediately, even if the payment period has not yet expired. If we become aware of the buyer being in an unfavourable financial situation before or after a delivery, we shall be entitled to require immediate payment of all outstanding invoices or corresponding security.
- d) The buyer may only offset amounts from claims that are undisputed or legally established. This also applies to rights to withhold performance or rights of retention.
- e) Discounts granted by us shall only apply in the event that the buyer complies with the payment terms set by us. Otherwise, we are entitled to withdraw discounts and pursue the claim in full.
- f) The buyer shall cover all fees, costs and expenses incurred in connection with any successful legal proceedings against it outside Germany.

6. Retention of ownership

- a) The delivered goods shall remain our property until all claims we have or will acquire against the buyer from the business relationship have been paid in full.
- b) In the event of seizures or other interventions by third parties, the buyer must notify us immediately in writing so that we can file an action in accordance with section 771 of the German Code of Civil Procedure. Insofar as the third party is not able to reimburse us for the judicial and extrajudicial costs of a claim pursuant to section 771 of the German Code of Civil Procedure, the buyer is liable for the loss incurred by us.
- c) The buyer is entitled to resell the purchased item in the ordinary course of business. However, the buyer already assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim, which it gains from the resale against its buyers or third parties, irrespective of whether the purchased item has been resold without or after processing. The buyer remains authorised to collect this claim even after assigning the claim. Our authority to collect the claim itself remains unaffected by this. However, we undertake not to collect the claim as long as the buyer meets its payment obligations, does not fall into arrears with payment and, in particular, no application for the opening of insolvency proceedings has been filed or payment has been suspended. If this is the case, we may insist that the buyer informs us of the assigned claims and its debtors, provides all the information required for collection, hands over the associated documents and informs the debtors (third parties) of the assignment.
- d) The processing or transformation of the item purchased by the buyer is always carried out on our behalf. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the proportion of the value of the item purchased (final invoice amount, including VAT) to the other processed items at the time of processing. The same applies to the goods resulting from processing as to the goods supplied subject to reservation.

- e) If the purchased item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the buyer's item is to be regarded as the main item, it is deemed to be agreed that the buyer transfers proportional co-ownership to us. The buyer shall keep the resulting sole ownership or co-ownership for us.
- f) We undertake to waive the securities to which we are entitled at the request of the buyer insofar as the value of our securities exceeds the secured accounts receivable by more than 10%; we are responsible for selecting the securities to be released.

7. Quality of delivery

- a) The quality of our products depends on the available raw materials. The buyer must expect quality changes, colour differences and weight deviations. We shall only be held responsible for these quality changes, colour differences and weight deviations, which represent material defects, if they could have been avoided with reasonable effort under the circumstances and if the usability of the goods is not only insignificantly impaired. No claims can be accepted for minor deviations, test deliveries or samples.
- b) No guarantee is given for the suitability of the goods for a particular purpose.

8. Liability

- a) Claims for defects by the buyer presuppose that the buyer has complied with its obligations to inspect the goods and report defects in accordance with section 377 of the German Commercial Code. If a defect appears during the inspection or later, we must be notified of this immediately in writing. The notification is deemed to be immediate if it is made within 10 days; the timely dispatch of the notification suffices to meet the deadline. Irrespective of this obligation to inspect the goods and notify defects, the buyer must notify obvious defects (including wrong and short delivery) in writing within two weeks of delivery; the timely dispatch of the notification suffices to meet the deadline. Our liability for the unreported defect is excluded if the buyer fails to carry out the proper inspection and/or notify defects.
- b) Insofar as the goods have a material defect, we are entitled, at our discretion, to choose to remedy the defect or to deliver a defect-free item (supplementary performance). If one of the two types of supplementary performance is impossible or disproportionate, we are entitled to decline this option. We can also refuse supplementary performance as long as the buyer does not fulfil its payment obligation toward us to the extent that corresponds to the non-defective part.
- c) If subsequent performance is impossible or fails, the buyer has the right to choose either to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions.
- d) Unless otherwise stated in clause e), further claims on the part of the buyer – regardless of the legal reason – are excluded. This applies in particular to claims for compensation for damages outside the purchased item as well as for lost profits and for claims that are not based on the defectiveness of the item.
- e) The liability disclaimer provision stipulated in clause d) does not apply if an exclusion or limitation of liability for damages agreed for injury to life, body or health due to intentional or negligent dereliction of duty on the part of a legal representative or vicarious agent of the user. The liability disclaimer provision also does not apply if an exclusion or limitation of liability for other damages has been agreed due to an intentional or grossly negligent dereliction of duty on the part of the user or an intentional or grossly negligent dereliction of duty by a legal representative or vicarious agent of the user. Insofar as we culpably violate a material contractual obligation, liability is not excluded, but limited to the foreseeable damage typical of the contract. In addition, it is excluded under the provisions listed under d). Finally, the liability disclaimer provision does not apply in cases where a guarantee has been assumed and a feature has been promised, if a defect covered by this triggers our liability. In the event that expenses are reimbursed, the above shall apply accordingly.
- f) The limitation period for any claims arising from defects shall be 12 months from the transfer of risk.
- g) In the event of a debt to collect, the risk shall pass to the buyer upon the handover of the goods. The same applies as of surrender to the transport person in case of an obligation to dispatch what is owed. In the case of obligations to deliver, the risk is transferred upon leaving the factory premises.
- h) The transport company, rather than us, is liable for any transport damage. We assign to the buyer in advance all claims that we have against the transport company. The buyer must assert these claims in a timely fashion and take out transport insurance itself.
- i) Insofar as we advise our buyers on applications, we do so to the best of our knowledge, but assume no liability for the advice.

9. Withdrawal of the buyer

If the buyer withdraws from the contract and is responsible for this withdrawal, we can demand 20% of the order value, including VAT, as lump-sum compensation. The buyer has the right to prove that we suffered less damage. If we prove higher damage, this higher damage must be compensated.

10. Place of performance, place of jurisdiction and applicable law

- A) The place of performance is the registered office of Kunststoff Recycling Grünstadt GmbH.
- B) The place of jurisdiction for all present and future claims arising from the business relationship, including bills of exchange and checks, shall be the registered office of our company or the registered office of the buyer, at our discretion.
- C) The same place of jurisdiction applies if the buyer does not have a general place of jurisdiction in Germany or has moved its domicile or usual place of residence from Germany after the conclusion of the contract.
- D) The business relationship is exclusively subject to German law and German jurisdiction. The validity of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Terms and Conditions of Kunststoff Recycling Grünstadt GmbH, Booth 02.05.2018