



General Terms and Conditions of Delivery and Payment

POLYMER-SERVICE PSG GmbH

Beckedorfer Bogen 5
D-21218 Seevetal-Beckedorf
Tel. +49 40/30902-400
Fax +49 40/30902-420
sales@polymer-service.de
www.polymer-service.de

1. General – Scope of Application

1.1. Our Terms and Conditions of Sale shall apply exclusively. We shall not recognize any of the Purchaser's terms and conditions that conflict with or deviate from our Terms and Conditions of Sale unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we unreservedly make delivery to the Purchaser in the knowledge that the Purchaser's terms and conditions conflict with or deviate from our Terms and Conditions of Sale.

1.2. All agreements made between us and the Purchaser for the purpose of executing this contract are set out in writing in this contract.

1.3. Our Terms and Conditions of Sale are only applicable vis-à-vis traders pursuant to Section 310, Subsection 1 of the German Civil Code (BGB).

2. Quotes – Tendering Documentation

2.1. Our quotes are subject to change unless otherwise indicated in the order confirmation.

2.2. We retain the property rights and copyright to illustrations, drawings, calculations and other documents. This shall also apply to such written documents as are designated "confidential", and the Purchaser must obtain our express written consent before forwarding them to third parties.

3. Prices – Terms of Payment

3.1. Our prices are "ex works" unless otherwise indicated in the order confirmation. Our prices do not include the statutory value-added tax, which will be indicated separately on the invoice at the statutory rate on the day of invoicing.

3.2. A separate written agreement is required for the deduction of any discounts.

3.3. Unless otherwise indicated in the order confirmation, the purchase price is due for payment within 30 days of the invoice date. The legal regulations covering the consequences of defaulting on payment shall apply.

3.4. The Purchaser shall only be entitled to offset payments if his counterclaims have been legally established, are undisputed or have been acknowledged by us. Furthermore, the Purchaser shall only be entitled to exercise his right of retention insofar as his counterclaim is based on the same contractual relationship.

4. Delivery – Delivery Timest

4.1. The start of the delivery period we stipulate shall be subject to the clarification of all technical questions.

4.2. The fulfillment of our obligation to deliver is subject to the timely and proper fulfillment of the Purchaser's obligations. We reserve the right to plead non-performance of the contract.

4.3. If the Purchaser delays accepting the object of sale or culpably violates other obligations to cooperate, we shall be entitled to demand reimbursement of any damages thus incurred by us including any additional expenses. Any delay in taking delivery of the object of sale transfers the risk of its accidental loss or accidental deterioration to the Purchaser at the moment the latter falls behind on accepting or paying for the object of sale.

5. Transfer of Risk – Packaging Costs

5.1. Delivery shall be agreed as "ex works" unless otherwise indicated in the order confirmation.

5.2. Attempts to return packaging that is required for transportation or any other packaging pursuant to the German Packaging Ordinance will not be accepted. The Purchaser undertakes to arrange disposal of the packaging at his own expense.

6. Liability for Defects

6.1. The Purchaser's warranty rights presuppose that he has properly fulfilled his obligations to inspect and provide notification of defects in accordance with Section 377 of the German Commercial Code (HGB).

6.2. If the object of sale is defective, the Purchaser shall be entitled to our choice of either rectification of the defect or delivery of a new item free of defects.

6.3. Where we are unable to rectify the defect, the Purchaser shall be entitled to the option of demanding either his withdrawal from the contract or a reduction in the purchase price.

6.4. The limitation period for claims arising from defects is 12 months. This does apply to claims that are not limited or rendered invalid by Article 7.

7. Joint and Several Liability

7.1. Claims for damages from the Purchaser will not be accepted, except for claims for damages on the part of the Purchaser arising out of loss of life, physical injury, illness or the breach of material contractual obligations (cardinal obligations) and other damages arising from a deliberate or grossly negligent breach of duty on the part of the supplier, his legal representatives or vicarious agents. Material contractual obligations are obligations which must be fulfilled in order to achieve the contract's objective.

7.2. In the event of a breach of material contractual obligations, the supplier shall only be liable for foreseeable damages typical for this type of contract if they are the result of simple negligence unless the purchaser's claims for damages arise out of loss of life, physical injury or illness.

7.3. In the event that claims are brought directly against the supplier's legal representatives and vicarious agents, the qualifications under clauses 1 and 2 shall also apply to them.

7.4. The provisions of the German Product Liability Act shall remain applicable.

8. Retention of Title

8.1. We retain title to the object of sale until receipt of all payments due under the delivery contract. In the event that the Purchaser acts in breach of the contract and particularly in the event of a default on payment, we shall be entitled to recover the object of sale. The recovery on our part of an object of sale shall not constitute a withdrawal from the contract unless we provide an explicit written statement to this effect beforehand. Seizure of the object of sale on our part shall always constitute a withdrawal from the contract. Having recovered the object of sale, we shall be entitled to sell it. The proceeds of the sale shall be credited against the Purchaser's liabilities less any reasonable costs incurred in connection with the sale.

8.2. The Purchaser shall undertake to treat the object of sale with care. In particular, he shall undertake to insure it at his own expense for its replacement value against damage by fire, water or theft. The Purchaser must carry out any maintenance and inspection work required in good time and at his own expense.

8.3. In the event of seizures or any other intervention by third parties, the Purchaser must notify us immediately in writing so that we can take legal action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to Section 771 of the ZPO, the Purchaser shall be liable for any losses we incur.

8.4. The Purchaser shall be entitled to resell the object of sale in the ordinary course of business. However, he hereby transfers to us in advance all outstanding debts from its resale owed to him by his customers or third parties to the value of the final invoice amount (including VAT) owed to us, irrespective of whether the processed or unprocessed object of sale has been resold or not. The Purchaser shall remain authorized to collect this debt even after the act of transfer, and our authority to collect the debt ourselves shall remain unaffected. However, we undertake not to collect the debt as long as the Purchaser meets his payment obligations from the proceeds collected, does not default on payment and, in particular, as long as no application for the opening of settlement or insolvency proceedings has been filed or any payments suspended. If this is the case, however, we may demand that the Purchaser inform us of the debts assigned and the corresponding debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the act of transfer.

8.5. The processing or transformation of the object of sale by the Purchaser shall always be carried out on our behalf. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion to the ratio of the value of the object of sale (final invoice amount including VAT) to the other items processed at the time of processing. Furthermore, the stipulations valid for an object of sale delivered subject to retention of ownership also apply to an object created through processing.

8.6. If the object of sale is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new object in proportion to the ratio of the value of the object of sale (final invoice amount including VAT) to the other items at the time of mixing. If the mixing is carried out such that the Purchaser's item is to be regarded as the main item, it shall be deemed agreed that the Purchaser assigns us proportionate co-ownership. The Purchaser shall safeguard the sole ownership or co-ownership thus created on our behalf.

8.7. As security for the amount owed to us, the Purchaser shall also assign to us receivables due to him from a third party arising out of combining the object of sale with real estate.

8.8. We undertake to release the securities to which we are entitled at the Purchaser's request insofar as the obtainable value of our securities exceeds the claims to be secured by more than 10%. The selection of which securities to release remains our responsibility.

9. Place of Performance – Place of Jurisdiction

9.1. Where the Purchaser is a commercial trader, the place of jurisdiction shall be our place of business. However, we shall also be entitled to bring an action against the Purchaser at the court located in the Purchaser's domicile.

9.2. The laws of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods is not applicable.

9.3. Our registered office shall be the place of performance unless otherwise stated in the order confirmation.

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