

# General Terms & Conditions



> **REMONDIS Group**

General Terms & Conditions  
REMONDIS Medison GmbH  
Staufen-Chemie und RESOLVE divisions  
As of March 2023

[resolve.de](https://resolve.de)

## > GENERAL TERMS & CONDITIONS

### > 1 Scope of Application

- (1) All deliveries, services and offers made by the Seller are subject exclusively to these General Terms & Conditions. They are an integral part of all contracts that the Seller concludes with its contractual partners (hereinafter also referred to as the 'Customer') regarding deliveries or services provided by the Seller. They shall also apply to all future deliveries, services and offers provided by the Seller to the Customer even if they are not explicitly referred to and agreed on again. These General Terms & Conditions shall only apply if the Customer is a trader (Section 14 German Civil Code [BGB]) or a public sector corporation.
- (2) The General Terms & Conditions of the Seller or a third party shall not apply even if the Seller does not explicitly disagree with their validity in any particular case. Even if the Seller makes reference to correspondence that contains or refers to the General Terms & Conditions of the Seller or a third party, this shall not be construed as an acceptance of the validity of said General Terms & Conditions.

### > 2 Offer & Conclusion of Contract

- (1) All offers drawn up by the Seller are non-binding and subject to change without notice unless there is an explicit clause in an offer stating that the offer is binding or an offer includes a specific acceptance deadline. Orders or assignments can be accepted by the Seller within fourteen days after receipt of the order/assignment.
- (2) The legal relationship between the Seller and the Customer shall be governed solely by the written Contract and these General Terms & Conditions. The Contract reflects and includes all agreements made between the Contractual Parties regarding the subject matter of the Contract. Any verbal assurances given by the Seller prior to the conclusion of the Contract are not legally binding. Any verbal agreements made between the Contractual Parties shall be superseded by the written Contract unless it is explicitly stated, in each individual case, that they shall continue to apply with binding effect. References to 'in writing' shall also include electronic transmission, in particular telefax and email.
- (3) Details provided by the Seller about products or services it is to deliver (e.g. weights, dimensions, utility values, load capacities, parameters, tolerance levels and technical data) shall be considered approximations unless an exact match is required for the product/ service to be used for the intended purpose set out in the Contract. They are not guaranteed quality features but rather descriptions or characteristics of the delivery or service. Standard deviations and deviations that occur as a result of statutory regulations are permitted as long as the product/service is not impacted and can be used for the intended purpose set out in the Contract.
- (4) The Seller shall accept the Customer's contaminated solvents solely under the proviso that they meet the Seller's agreed acceptance criteria. The Seller has the right to reject solvents that do not meet these acceptance criteria or to dispose of them at the Customer's expense. Moreover, the Customer shall be liable for all indirect and direct damage resulting from this.

### > 3 Prices & Terms of Payment

- (1) The prices are for the deliveries and services listed in the order acknowledgements. Any additional or special services shall be invoiced separately. Prices are in euros ex works and do not include packaging or VAT; prices for export deliveries do not include customs duty or any other levies or public charges.
- (2) If the prices agreed on are the prices quoted in the Seller's price lists and if delivery should not take place until more than four months after the Contract is concluded, then the prices charged shall be the prices quoted in the Seller's price lists valid on the day of the delivery (minus any percentage or fixed discount agreed on).
- (3) Unless otherwise agreed, invoice amounts are payable within thirty days without any deductions. The date of payment shall be deemed to be the day on which the invoiced amount is credited to the Seller's account. Unless otherwise agreed, payment may not be made by cheque. If the Customer does not settle its invoice by the due date, then an interest rate of 7.5% p.a. shall be charged, from the due date, on any outstanding sums; the right to charge a higher interest rate and to claim further damages in the case of nonpayment remains unaffected by this.
- (4) If the costs used to calculate prices – in particular wages and non-wage labour costs, energy costs, taxes, public charges, the relevant raw material price indices and the cost of services provided by third parties – change for continuous contractual obligations or for services that are to be provided for the first time 4 months after the conclusion of the Contract, then the Seller has the right to adjust the Contract to take the new conditions into account.

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- (5) Should, during the contractual term, additional costs be incurred due to amendments to statutory regulations, official requirements and/or fees and other charges, then the Seller has – having provided proof of such increases – the right to demand that the conditions be amended accordingly to account for the cost increases from the point that such amendments come into force.
- (6) The Customer must be informed of such adjustments and an explanation must be given to him for the reasons behind said adjustments. Should a price adjustment carried out in accordance with the previous Paragraphs amount to an increase in costs of more than 10% of the price agreed, then the Customer has the right to terminate the Contract by observing a notice period of 4 weeks to the end of a quarter.
- (7) The Customer may only set off the Seller's claims with a counterclaim or hold back payment based on such claims if such counterclaims are undisputable or have been adjudicated.
- (8) The Seller has the right to demand advance payment or the provision of securities before executing any outstanding deliveries or services if – following the conclusion of the Contract – the Seller becomes aware of circumstances that are likely to substantially reduce the creditworthiness of the Customer and may jeopardise the ability of the Customer to pay any outstanding sums due to the Seller from the respective contractual relationship (including any outstanding sums from other individual assignments related to the same framework agreement).

### > 4 Delivery & Period of Delivery

- (1) Unless otherwise agreed, deliveries shall be ex works/EXW in accordance with Incoterms 2020.
- (2) The deadlines and dates proposed by the Seller for its deliveries and services shall always be considered approximations unless a firm deadline or a firm date has been explicitly promised or agreed on. If shipment has been agreed on, then the delivery deadline and delivery date shall refer to the moment that the shipment is handed over to the forwarder, haulage contractor or any other third party commissioned to transport the shipment.
- (3) Should the Customer fail to fulfil its obligations towards the Seller, then the Seller can – without any prejudice to its rights in the case of delayed payment on the part of the Customer – demand from the Customer an extension to its delivery/service deadlines or a postponement to its delivery/service dates to cover the period that the Customer fails to meet its obligations.
- (4) The Seller shall not be held liable if it is impossible for the Seller to execute a delivery or a delivery is delayed due to circumstances beyond its control (acts of God) or due to circumstances that could not be foreseen at the time the Contract was concluded (e.g. all kinds of operational malfunctions, difficulties in procuring materials or energy, transport delays, strikes, lawful lock-outs, a shortage of staff, energy or raw materials, difficulties in procuring required permits from the authorities, regulatory measures or outstanding, incorrect or delayed deliveries from suppliers) and that were not caused by the Seller. The Seller has the right to withdraw from the Contract if such events make it substantially more difficult or impossible for the Seller to execute the delivery or the service and this hindrance is not temporary. If the hindrance is of a temporary nature, then the delivery/service deadlines shall be extended or the delivery/service dates postponed to cover the period of the hindrance plus a suitable start-up period. If, as a result of the delay, the Customer cannot reasonably be expected to accept the delivery or service, then the Customer has the right to withdraw from the Contract. The Customer must inform the Seller of its intention to withdraw from the Contract in writing without delay.
- (5) The Seller may only execute partial deliveries if
  - (a) a partial delivery can be used by the Customer for the intended purpose set out in the Contract
  - (b) delivery of the remaining ordered goods has been assured and
  - (c) this does not result in significantly more work or additional costs for the Customer (unless the Seller declares it is prepared to take over these costs).
- (6) If a delivery or service provided by the Seller is delayed or if it is impossible for the Seller to provide a delivery or a service – no matter what the reason – then the Seller's liability for damages shall be limited to the conditions stipulated in Section 8 of these General Terms & Conditions.

### > 5 Place of Fulfilment, Dispatch, Transfer or Risk

- (1) Unless otherwise agreed, the place of fulfilment for all obligations arising from this contractual relationship shall be Erfurt and/or Braunschweig.
- (2) The Seller shall determine which method of dispatch and packaging shall be used at its absolute discretion.
- (3) The risk shall pass over to the Customer, at the latest, when the items to be delivered are handed over to the forwarder, haulage

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contractor or any other third party commissioned to transport the shipment (whereby handover shall be considered the moment that loading begins). This shall also apply in the case of partial deliveries or if the Seller has agreed to provide further services (e.g. dispatch). If dispatch or handover are delayed due to circumstances caused by the Customer, then the risk shall pass over to the Customer on the day that the items to be delivered are ready for dispatch and the Customer has been notified of this.

- (4) The Customer shall pay for the storage costs as soon as the risk has been transferred. If the items are stored at the Seller's, then the storage costs shall amount to 0.25% of the invoice amount of the items to be stored for each week expired. The right to claim and provide proof of additional or lower storage costs remains unaffected by this.
- (5) The Seller shall only insure the shipment against theft, breakage, transport, fire and water damage, and other insurable risks if this is expressly requested by the Customer and at the Customer's expense.

### > 6 Warranties

- (1) If the delivered goods are found to have a material defect, then the Seller has the right to choose whether to rectify the defect or to replace the defective goods; the Seller must inform the Customer of its choice in writing (also by telefax or email) within three working days after receiving notification of the defects.
- (2) Should the remedy as stipulated in Paragraph 1 fail or should it be unreasonable for the Customer, then the Customer has the right - in each case in accordance with the applicable law - to withdraw from the Purchase Agreement, to reduce the purchase price or to demand compensation shall also be subject to the special provisions stipulated in Section 8 of these General Terms & Conditions.
- (3) The Customer shall examine the goods on receipt without delay. The goods delivered shall be considered to have been accepted by the Customer if a defect is not reported to the Seller within five working days after delivery in case of an obvious defect or otherwise within five working days after discovering a defect. The period for which warranty claims may be made for the delivered goods - except in the case of claims for compensation - shall be restricted to one year after receipt of the goods.
- (4) Any discoloration of the product linked to the processing/distillation of the solvents by the Seller shall not constitute a defect as long as the cleaning and solvent properties are not affected by this. Should there be significant deviations from the agreed parameters, then a defect shall only be deemed to exist if the deviations have been determined by uniform measuring methods. When providing its solvent and contract filling services, the Seller shall not give any guarantee regarding the suitability of the goods to be filled, the bottles/containers, the fasteners and the labels that are provided by the Customer. In particular, the Seller shall not be obliged to clean the bottles/containers provided by the Customer prior to filling them.

### > 7 Retention of Title

- (1) The products sold shall remain the property of the Seller until all payments due from the delivery order have been received. The Seller has the right to repossess the items sold if the Customer fails to fulfil its contractual obligations, in particular in the case of delayed payment. Repossessing the items sold shall not constitute a withdrawal from the Contract unless the Seller explicitly declares this in writing. The Seller has the right to then use the repossessed items; any proceeds realised from this shall be set off – minus any reasonable costs incurred by the process – against the Customer's liabilities.
- (2) The Customer must inform the Seller immediately in the event of seizures or other forms of intervention by a third party. If the third party is unable to reimburse all court and out-of-court costs to the Seller, then the Customer shall be liable for the losses incurred by the Seller.
- (3) The Customer has the right to resell the delivered items in the normal course of its business; it shall, however, assign to the Seller now all receivables due to it from its own customers or third parties as a result of the resale to the amount of the final invoice sum agreed on with the Seller (including VAT). The Customer has the right to collect the amount regardless of this assignment. The right of the Seller to collect the amount itself remains unaffected by this. The Seller, however, acknowledges and agrees not to collect the amount itself as long as the Customer meets its payment obligations from the proceeds collected, is not in arrears with its payments and, in particular, application for the opening of insolvency proceedings has not been filed and payments have not been suspended. Should this be the case, then the Seller has the right to demand that the Customer inform it of the assigned claims and their debtors, that it provide it with all information required to collect the sums, that it hand over all related documents and that it inform the debtors (third parties) of the assignment.
- (4) If the item sold is mixed or processed with other items that do not belong to the Seller in such a way that they are inseparable,

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then the Seller shall acquire co-ownership of the new item to the ratio of the objective value of the item sold to the other mixed or processed items at the time they were mixed or processed. If the mixing or processing is performed in such a way that the Customer's item shall be considered the main item, then both Parties acknowledge and agree that the Customer shall transfer co-ownership of the new item pro rata to the Seller. The Customer shall keep safe the sole ownership or co-ownership resulting from this on behalf of the Seller. In all other respects, the same shall apply to the item created as a result of mixing or processing as to the goods delivered under reservation of title.

- (5) If requested by the Customer, the Seller acknowledges and agrees to release the securities to which it is entitled if the value of the securities exceed the claims to be secured by more than 20%; the Seller is entitled to choose which securities it wishes to release.

### > 8 Liability for damages due to negligence

- (1) No matter what the legal reason may be, the Seller's liability for damages shall be restricted to the provisions set out in this Section 8 if it is at fault in each individual case, in particular for impossibility of performance, delay, defective or incorrect deliveries, a breach of contract, a breach of its obligations during contractual negotiations and tort.
- (2) The Seller shall not be liable for cases of ordinary negligence on the part of one of its organisations, legal representatives, employees or vicarious agents if there is no violation of essential contractual obligations. Essential contractual obligations are the obligation to deliver the contractual item on time, the obligation to ensure that said item is free of legal deficiencies and material defects that more than just insignificantly impair its functionality or usability, and the duty to advise, protect and exercise proper care so that the Customer can use the contractual item in accordance with the Contract, the Customer's staff are protected against loss in life and physical harm and/or the Customer's property is protected from considerable damage.
- (3) If the Seller is liable for damages as set out in Section 8(2), then this liability shall be limited to damages that the Seller foresaw as a possible consequence of a breach of contract when the Contract was concluded or that it should have foreseen when exercising due diligence. As far as allowed by law, the Seller shall not be liable for indirect damage and consequential damage nor for lost profits.
- (4) In the event of the Seller being liable for ordinary negligence, then the Seller's obligation to pay compensation for material damage and any further damage to property resulting from this shall be limited to €10,000,000 per damage event (in accordance with the current insurance cover of its product liability insurance or third party insurance), even if it involves a violation of an essential contractual obligation.
- (5) The above-mentioned disclaimers and limitations of liability shall apply, to the same extent, to the Seller's organisations, legal representatives, employees and vicarious agents.
- (6) If the Seller provides technical information or acts in an advisory capacity and this information or advice is not a service that the Seller is obliged to provide as part of the Contract, then this is done free of charge and the liability of the Seller is excluded.
- (7) The limitations set out in this Section 8 shall not apply to the liability of the Seller for wilful conduct, for guaranteed quality features, for loss in life, personal injury or physical harm or as set out in the Federal German Product Liability Act [Produkthaftungsgesetz].

### > 9 Packaging take-back scheme

- (1) The Seller participates in a take-back scheme for commercial and/or industrial packaging not subject to system participation (as defined in Section 15(1)(2) of the Federal German Packaging Law ['VerpackG']) and for sales packaging containing hazardous products or sales and outer packaging not suitable for the system (as defined in Section 15(1)(3&4) of the Federal German Packaging Law ['VerpackG']). This scheme takes back used packaging that has been completely freed of residue i.e. any content has been scraped out and there are no substances dripping or trickling from the packaging.

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### > 10 Term of Agreement & Termination

- (1) Unless otherwise agreed, the Contract shall be valid for a period of 2 years. It shall automatically be extended for a further year at a time, unless it is terminated in accordance with the 3-month notice period.
- (2) The right of both contractual parties to terminate the Contract without notice for good cause remains unaffected by this. Good cause is in particular
  - (a) if the Customer is insolvent or bankruptcy proceedings are initiated for its assets or such proceedings are rejected due to a lack of assets in accordance with Section 26 „InsO“ (German Federal Insolvency Law)
  - (b) if commercial credit insurance can no longer be taken out for the Customer
  - (c) if a party is found to be in serious or repeated breach of its fundamental contractual obligations.
- (3) Notice of termination must be given in writing (e.g. by letter or email).

### > 11 Data Privacy Protection

- (1) Any personal data collected in connection with the Contract shall be acquired, stored, processed and used in accordance with valid data protection regulations and in accordance with REMONDIS SE & Co. KG's 'Principles of data processing'. These data processing guidelines can be viewed at [remondis.de/download-datenschutz/](https://remondis.de/download-datenschutz/).

### > 12 Final Provisions

- (1) The Seller reserves the right to amend these General Terms & Conditions at any time. The Seller shall inform the Customer of such changes in writing or by email and give it access to the amended General Terms & Conditions six weeks before they come into force. The Customer has the right to object to the validity of the new General Terms & Conditions within four weeks after receiving notification of said changes. If the Customer does not object, then the amended General Terms & Conditions shall be considered an integral part of the Contract once the four-week period has expired. The Seller shall expressly draw the Customer's attention to this deadline when it writes to the Customer to inform it of the changes.

The right to amend these General Terms & Conditions as described in the previous paragraph does not include provisions that relate to the main obligations of the Contractual Parties and that would, as a result, significantly alter the relationship between the main services and services in return; nor does it include any other fundamental changes to the contractual obligations that are tantamount to the conclusion of a new contract. An explicit contractual agreement shall be required for such changes.

- (2) Should individual provisions of this Contract be or become fully or partly null and void or unenforceable, then the remaining provisions shall continue in full force and effect. The Contractual Parties shall replace any provisions that are null and void or unenforceable with provisions that reflect as closely as possible the intention of the invalid provisions. The same shall apply for any gaps in this Contract.
- (3) Notwithstanding mandatory international private law, legal relations existing in connection with this Contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- (4) If the Customer is a merchant as described in Section 1(1) of the German Commercial Code [HGB], a public sector corporation or a public law entity with special public funds, then the courts in Lünen shall be the only courts responsible for handling any disputes resulting from or connected to the contractual relationship in question. In all other cases, the parties may institute legal proceedings at any court that has jurisdiction by law.
- (5) There shall be no recourse to a Consumer Arbitration Board to settle a dispute.

THESE GENERAL TERMS & CONDITIONS ARE ISSUED IN GERMAN AND ENGLISH. IN CASES OF DOUBT, THE GERMAN WORDING SHALL PREVAIL.