

**General Terms and Conditions of Acceptance by
Der Grüne Punkt – Duales System Deutschland GmbH,
Systec Plastics GmbH and Systec Plastics Eisfeld GmbH
Status: February 2020**

§ 1 General

- (1) If Der Grüne Punkt – Duales System Deutschland GmbH, Systec Plastics GmbH or Systec Plastics Eisfeld GmbH (“Purchaser”) refers to its General Terms and Conditions in bids, orders, or order confirmations in respect to accepting materials, the following provisions shall be valid for the contract. The General Terms and Conditions apply only to clients/parties as defined by Section 14 of the German Civil Code (BGB).
- (2) If the Purchaser does not agree in writing with the validity of contrary or diverging contract conditions by the contractual partner, these conditions are not valid. The unconditional performance of contract services by the Purchaser with the knowledge of contrary or diverging general contract conditions by the contractual partner does not affect the exclusive and overriding validity of the General Terms and Conditions.
- (3) Bids by the Purchaser pertaining to prices, amounts, and quality are subject to confirmation. Oral agreements must be made in writing in order to be valid. Collateral agreements or other agreements before, during, or after concluding the contract must be made in writing in order to be valid. Waiving the right to written agreements must also be made in writing.

§ 2 Extent of the Deliveries

The mutual written declaration and the mutually concluded contract are authoritative for the type and extent of the deliveries. If the contract is concluded without the Purchaser presenting such mutual declarations or formal contracts, then the written order confirmations by the Purchaser shall prevail unless they are immediately rejected by the contractual partner.

§ 3 Prices and Terms of Payment

- (1) If the Purchaser receives payment for accepting the delivery of the materials specified in the contract or must pay an acceptance price, the prices are understood as net prices which are to be paid along with the respective legally valid sales tax.
- (2) If the Purchaser receives payment for accepting the delivery of the materials specified in the contract, the Purchaser shall immediately write the contract partner an invoice for this after acceptance of the materials. The invoice must be paid within ten working days after the date of the invoice. If the Purchaser must pay an acceptance price, the contract partner shall write the Purchaser an invoice after acceptance of the individual services is completed. The amount of the invoice is due ten working days after receipt by the Purchaser. In the event of collective invoices to the Purchaser (invoices for several individual services), the amount of the invoice is to be paid thirty days after receipt by the Purchaser.
- (3) The contract partner has the right to set off payment only if its counter-claims are established as legally binding, undisputed, or accepted by the Purchaser.

§ 4 Delivery Dates

- (1) Delivery dates agreed upon in the contract are legally binding.
- (2) The contractual partner is obligated to notify the Purchaser immediately if circumstances arise or if circumstances which could possibly result in a delivery delay are foreseeable for the contractual partner.

§ 5 Acceptance/Obligation to Inspect and Notify about Defects

- (1) Delivered goods shall only be accepted by the Purchaser if they meet the specifications in the contract. If the materials do not meet the specifications agreed upon in the contract during a minimum of three consecutive deliveries, the Purchaser is entitled to refuse the acceptance of further deliveries if the contractual partner does not clarify compliance with the specifications. The contractual partner's obligation to provide proof can be omitted if three consecutive deliveries meet the specifications in the contract.

- (2) The Purchaser must examine the condition of the goods in accordance with the contract. Notification of defects due to obvious deficiencies must be made within a period of ten days. Defects which could not be determined after careful examination during this period must be reported immediately after discovery.

§ 6 Documentation

In recycling materials, the Purchaser is obligated to provide the necessary proof demanded by the documentation requirement of the German Packaging Act (VerpackG) and to make this proof available to the contractual partner. In particular, this includes the weighing slips at the entrance of the recycling plants as well as the plant certificates in accordance with the provisions of the German Packaging Act (VerpackG).

§ 7 Warranty und Liability of the Contractual Partner

- (1) The contractual partner's warranty shall comply with legal regulations unless otherwise agreed-upon.
- (2) In the event of a defective delivery, the contractual partner is obligated to pick up the defective materials immediately and to replace them with materials which are free from defects. For the purpose of supplementary performance, the contractual partner must pay the necessary expenses, in particular the costs for transport, travel, work, and materials.
- (3) The contractual partner is liable for the replacement and subsequent delivery just the same as for the delivery of the original items. The warranty period for the replacement delivery begins at the earliest with the availability or the shipment of the replacement delivery.

§ 8 Liability of the Purchaser

In the cases of intentional and/or gross negligence, the Purchaser is liable in accordance with legal regulations. Liability for simple negligence is ruled out. Notwithstanding Sentences 1 and 2, the Purchaser is liable in accordance with legal regulations for injury to life, body, and health or for culpable violation of essential contract obligations. The damage claim for the negligent violation of essential contract obligations is limited to the foreseeable damages which are typical for a contract.

§ 9 Final Provisions

- (1) Should one or more of the above-mentioned provisions be or become invalid, the validity of the remaining provisions of the contract shall remain unaffected by this. The invalid provision - provided that no legal regulation exists - shall be replaced by a valid provision which implements the economic purpose of the contract as far as possible. The same procedure is to be followed if a loophole is discovered while implementing the contract.
- (2) Changes to the contract must be made in writing. Waiving the right to written agreements must also be made in writing.
- (3) Cologne has been agreed upon as the exclusive place of jurisdiction for all disputes resulting directly or indirectly from the contract relationship.
- (4) German law applies to the contract relationship. The UN Sales Convention is not applicable.