

# General Terms and Conditions of Purchase of RE:CORE, Brunnenstraße 138, 44536 Lünen

## 1. Scope of Application

All orders are governed exclusively by these General Terms and Conditions of Purchase. They shall be deemed accepted upon acceptance of the order or its execution—even partial—even without express confirmation. They shall also apply if RE:CORE accepts deliveries without reservation while being aware of terms and conditions of the supplier that conflict with or deviate from these General Terms and Conditions of Purchase. Any deviating order confirmations, agreements, or terms and conditions of the supplier require the express written consent of RE:CORE to be effective.

## 2. Conclusion of Contract

**2.1.** Offers for pickup by RE:CORE are provided free of charge. They may be submitted in writing or orally. If there is agreement between the supplier and RE:CORE, RE:CORE will issue a written order confirmation.

**2.2.** Only orders placed in writing in the form of an order confirmation from RE:CORE are legally binding. Email does not constitute written form. Orders placed verbally, by telephone, or by email are only binding if they are subsequently confirmed by RE:CORE through the submission of a written order in the form of an order confirmation. The same applies to verbal side agreements and amendments to the contract.

## 3. Prices, Collection Containers

**3.1.** The agreed prices are fixed prices plus the applicable statutory value-added tax and exclude additional claims of any kind.

**3.2.** The agreed-upon prices are inclusive of freight, handling charges, and packaging, and are delivered free to the customer's premises. The manner of pricing does not affect the agreement regarding the place of performance.

**3.3.** The supplier guarantees the proper and careful use of the collection containers provided. These are intended for the collection of single-type plastic materials. Should the containers be used for any other purpose, RE:CORE reserves the right to charge for such unauthorized use. The collection containers remain the property of RE:CORE or third parties commissioned by RE:CORE. If damage to the collection containers results from improper use, the supplier is obligated to pay compensation.

**3.4.** The basis for billing PVC scrap ordered by RE:CORE is the actual weight of the collected material as determined by the contracted recyclers upon receipt at RE:CORE.

**3.5.** RE:CORE reserves the right to charge a flat-rate transportation fee in the event that the provided containers are underutilized

## 4. Delivery

**4.1.** The supplier is obligated to include the RE:CORE order number and the date of the order in all correspondence, invoices, and shipping documents. Additionally, a note regarding the unloading location must be included upon request. If additional expenses arise due to the supplier's culpable failure to comply with the above requirements, the supplier shall bear the resulting additional costs.

**4.2.** Each shipment must be accompanied by a delivery note stating the order number and date, the item number (if applicable), the quantity, and the exact delivery location. In addition, a shipping notice must be sent to RE:CORE for each shipment. Invoices do not serve as delivery notes.

**4.3.** RE:CORE reserves the right to accept or reject over- or under-deliveries.

**4.4.** The supplier is liable to RE:CORE for ensuring that all deliveries subject to a labeling requirement are properly labeled. The labeling must also appear in order confirmations and all other shipping documents.

## 5. Pickup Dates

**5.1.** The pickup period specified in the order confirmation is binding.

**5.2.** The pickup period begins on the order date. If delays are expected or become apparent, RE:CORE will notify the supplier.

## 6. Liability for Defects

**6.1.** The supplier guarantees and warrants that the goods to be picked up meet the agreed-upon quality requirements, which are known to the supplier. The quality requirements are defined by individually agreed-upon terms between the supplier and RE:CORE. In particular, the supplier guarantees compliance with the agreed-upon purity of the material. Furthermore, the supplier guarantees that the goods to be delivered are free of waste.

**6.2.** RE:CORE has the right at any time to refuse acceptance of plastic materials that are defective, particularly if the deliveries contain foreign substances, hazardous materials, or waste. In this case, the supplier is liable for any additional costs incurred.

**6.3.** RE:CORE may fully exercise its statutory rights regarding defects in the event of any defects.

**6.4.** If RE:CORE stores goods that are the subject of a complaint, RE:CORE shall be liable only for breaches of its customary duty of care. If the supplier refuses to accept the return despite a reminder, RE:CORE is entitled to store the goods with a freight forwarder at the supplier's expense.

**6.5.** In addition to the foregoing terms and conditions, the statutory provisions regarding liability for defects shall apply.

## 7. General Liability for Damages

With regard to liability for damages not based on the defective nature of a delivery or service, the statutory provisions apply.

## 8. Other Provisions

**8.1.** The exclusive place of jurisdiction for all disputes arising from transactions based on these Terms and Conditions of Purchase is Lünen.

**8.2.** The relationship between RE:CORE and the supplier is governed exclusively by the laws of the Federal Republic of Germany. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**8.3.** Should individual clauses of these Terms and Conditions of Purchase be wholly or partially invalid, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses; the statutory provision shall apply instead.

(As of: May 2023)