

General Terms and Conditions of Sale and Delivery of the RDG Group (here in after referred to as RDG) The RDG Group includes RDG-Plast GmbH and RDG-Verbund GmbH

1. General

The following general terms and conditions of sale and delivery apply to all customer orders carried out by us. We are not bound by our customers' terms and conditions of purchase, even if we have not expressly objected to them. Verbal agreements, subsidiary agreements and changes are only legally effective if they are made in writing and have been confirmed by us. Should one or more points of our terms and conditions become ineffective, the validity of the remaining points is not affected. These Conditions have been drawn up in German and translated into English. Should there be any disagreement or differences between the German text and the English translation, the German text shall prevail.

2. Offer / Prices

Unless expressly stated otherwise, our offers are non-binding and subject to change with regard to price, quantity, delivery period and delivery options. We reserve the right to accept orders in any case. Our written order confirmation is decisive for the mutual contractual obligations. Prices are net, excluding VAT and are given in EURO. Offer prices are only valid as long as the underlying raw material prices, third-party costs and wage agreements remain unchanged. These only become binding with our order confirmation. In the case of call-off orders, we reserve the right to adjust prices in the event that prices and labor costs have increased by more than 5% since the date of the order confirmation.

3. Dispatch / delivery dates / default of acceptance / taking into stock / keeping / packaging


Agreed delivery dates apply from the day of the order confirmation, but not before the documents, approvals or releases to be provided by the customer have been provided and before any agreed down payment has been agreed. Delivery periods only apply subject to correct and timely self-delivery. In the event of a delay in delivery, the customer must grant a reasonable period of grace of 3 weeks within the framework of the other provisions of the General Terms and Conditions. Customer claims for damages due to delay or impossibility of performance are limited to the net contract price for the goods concerned RDG is not responsible for any delays or breach of contractual obligations where such delay or breach is due to causes independent of its will. These include, as examples and not intended as an exhaustive list, natural disasters, wars, embargo, requisitions, new legislations,

strikes, production blocks, difficulties in finding raw materials and other essential parts to the production equipment, machinery failures or interruptions to energy supplies-Delivery shall be effected ex works (EXW Mühlheim am Inn, Incoterms 2020) unless otherwise expressly agreed. Transport insurance is only taken out by us on the express instruction and at the expense of the customer. RDG shall not be liable for negligible deviations (up to 10 %) from the agreed delivery volume. Should the customer be in default of acceptance, we are entitled to partially repudiate the contract and to demand compensation for the other part. If the customer does not accept the delivery within a reasonable period of time after notification of completion, or if shipping is not possible for a longer period of time due to circumstances for which we are not responsible, we are entitled to carry out the delivery at the customer's risk and expense or to store it with a forwarding agent. The taking into storage of any kind, including raw and preliminary products, only takes place after prior agreement at the expense and risk of the customer and will be charged separately.

Die Verpackung erfolgt generell in neuen Einweg – Big-Bags.

4. Terms of Payment / Retention of Title

The invoice is issued on the day the goods are dispatched. The payment deadlines run from the invoice date. Unless otherwise agreed in writing, a payment term of 8 days with a 2% discount or 30 days net applies, regardless of the right to complain. Wage orders are payable net within 14 days. In the event of a delay in payment, default interest of 3% above the respective bank discount and reminder fees of €40.00 will be charged for the period of the overdraft until the day the payment is received, subject to the assertion of further rights. Furthermore, we have the right to stop further work on the customer's current orders. The delivered goods remain the property of RDG until the agreed price has been paid in full. We retain the right to claim back from the customer, even if the goods have been processed in whole or in part. If the customer resells the goods before they have been paid for in full, he hereby assigns all claims to which he is entitled from the resale of the unprocessed or processed goods with real effect until the purchase price has been paid in full. Should the retention of title not be permitted in the above-mentioned form for a delivery abroad, our aforementioned rights are limited

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to the extent permitted by law in the customer's country. The customer is not entitled to pledge the goods or to assign them as security. Compensation with alleged counterclaims is hereby excluded on the merits.

5. Accounting

Electronic invoicing has been legally possible since January 1, 2013. You will therefore receive your invoices by email as a PDF attachment in an environmentally friendly manner. If you do not agree to this, please let us know informally and you will receive your invoices in paper form by post. If you would like your electronic invoices to be sent to a specific email address, please let us know. Note on the use of your data: The RDG Group stores and processes your personal data within the framework of the legal data protection regulations. The transmitted data will only be used for electronic billing and will not be passed on to third parties.

6. Receipt inspection / defects / warranty / complaints / compensation

Customer is obliged to examine each delivery immediately upon arrival and notifies RDG of any defects in writing and without undue delay, but no later than one week following delivery. Defects in part of the delivery do not entitle Customer to complain about the entire delivery. Customer may only be granted reduction in price, but not rescission or compensation of any other kind, e.g. for downtime, tools, repair and / or loss of profit. Minor impurities (up to a maximum of 1% of the weight of the delivered goods) as well as slight deviations and fluctuations in the color tone of ground material and re-granulate do not constitute defects and do not justify a complaint. Insofar as used plastics (ground material, sprues/rejects) are processed and delivered on a contract basis or on its own account, RDG shall only be liable for professional processing. Furthermore, RDG shall not be liable for defects of any kind, unless RDG has expressly warranted certain characteristics beforehand. The warranty period is 12 months upon transfer of risk. In the event of defects RDG has, at its own discretion, the choice to either rectify the defect, grant an appropriate reduction, or take back the goods for a credit note. However, RDG is not obliged to deliver replacement of the defective parts. RDG shall only be liable for damages, regardless of the legal basis, in cases of gross negligence and willful misconduct. In any case, the compensation shall not exceed the price of the material delivered. Any further liability of RDG is excluded.

7. Sampling / quality

Delivered samples and analysis data refer to the quantities taken and checked. However, these only allow a limited conclusion to be drawn about a total quantity, as the values within a batch can vary. We are not liable for these fluctuations that may occur. The production and trade in plastic production waste such as regrind and re-granulate, including non-standard goods (NT goods), is associated with a certain risk due to the possible admixture of foreign substances, which can occur despite the greatest care. This is reflected in the favorable price. The buyer is aware of this situation if he orders NT goods or regranulates instead of original goods.

8. Contract processing

The delivered material must be clearly marked and must be absolutely unmixed and free of foreign bodies. The client is liable for consequential damage to the operating equipment of the RDG, e.g. broken knives. Since the delivered material can only be randomly checked for its suitability for processing during the incoming goods inspection, the promise of processing is non-binding. RDG cannot give any quality guarantee for the end product because of possibly undetectable contamination. An over- or under-delivery of up to 15% is permissible and usual and does not represent a circumstance of withdrawal from the purchase. In the event of default in payment for earlier services, RDG has the right to withhold processed goods.

9. Place of Performance and Jurisdiction

The place of performance is agreed to be the company headquarters of RDG-Plast GmbH or RDG-Verbund GmbH. The place of jurisdiction for all claims and legal disputes arising from or in connection with the contractual relationship is Ried im Innkreis. Our legal relationship with Customer shall be governed by and construed in accordance with the laws of Austria to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

Mühlheim am Inn, 11/2023