

	Anforderung an Produktion und DL	Kapitel:	8.2
	Allgemeine Geschäftsbedingungen	Dokument:	BA01
		Stand	2025
		Revision	04

General terms and conditions of sale and delivery of RDG-Plast GmbH and RDG-Verbund GMBH, hereinafter referred to as RDG

1. General

The following general terms and conditions of sale and delivery apply to all customer orders carried out by us. Our customers' purchasing conditions do not bind us even if we have not expressly objected to them. Verbal agreements, collateral agreements and changes are only legally effective if they are made in writing and confirmed by us. If one or more points of our general terms and conditions become invalid, the validity of the remaining points is not affected. The contract language is German.

2. Offer / prices

Our offers are non-binding and subject to change with regard to price, quantity, delivery period and delivery options, unless expressly stated otherwise. 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, external costs and wage agreements remain unchanged. These only become binding upon our order confirmation. In the case of call-off orders, we reserve the right to adjust prices in the event that prices and wage costs increase by more than 5% since the date of the order confirmation.

3. Shipping / delivery dates / delay in acceptance / storing / storing / 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 are only valid subject to correct and timely self-delivery. In the event of a delay in delivery, the customer must grant a reasonable grace period of 3 weeks within the framework of the other provisions of the General Terms and Conditions. The customer's claims for damages due to delay or impossibility are limited to the amount of the purchase price of the delayed or non-delivered goods. Delivery delays or obstacles for which we are not responsible, such as e.g. B. Labor disputes, operational disruptions, epidemics or force majeure release us from the contract without further obligations and do not entitle the customer to assert claims for damages. Deliveries are ex works unless otherwise agreed. The basis is the "INCOTERMS 2020". We only take out transport insurance on the express instruction and at the customer's expense. An over- or under-delivery of up to 10% must be recognized by the customer. If the customer is late in accepting the delivery, we have the right to partially withdraw from the contract and 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 due to circumstances for which we are not responsible, we are entitled to store the delivery ourselves or with a freight forwarder at the customer's expense and risk. Any type of storage, including raw and intermediate products, is only carried out after prior agreement at the customer's expense and risk and is charged separately.

Packaging is generally carried out in new disposable big bags.

4. Terms of payment

The invoice is issued on the day the goods are dispatched. Payment terms run from the invoice date. Unless otherwise agreed in writing, payment terms of 8 days with a 2% discount or 30 days net apply, regardless of the right to complain about defects. Contract orders are payable net within 14 days. In the event of late payment, default interest of 3% above the respective bank discount and reminder fees of € 40.00 will be charged for the period of overdraft until the day of receipt of payment, subject to the assertion of further rights. We also have the right to stop further work on the customer's current orders.

5. Retention of title

- The delivered goods remain the property of RDG until the agreed price has been paid in full. We retain the right to reclaim the goods 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 in full, he hereby assigns with real effect all claims to which he is entitled from his resale of the unprocessed or processed goods until the purchase price has been paid in full.

- The customer undertakes to treat the reserved goods with care as long as ownership has not yet been transferred to him.

- The customer is not entitled to pledge the goods or to transfer them as security.

5.1. For customers in Germany:

- The customer is entitled to use the reserved goods and to resell them in the ordinary course of business as long as he is not in default with his payment obligations. The customer assigns the claims arising from the sale to its business partners to RDG as security in the amount of the final invoice amount agreed with us (including VAT). RDG accepts the assignment. RDG revocably authorizes the customer to collect the claims assigned to RDG on its own behalf for its own account. RDG's right to collect the claims itself is not affected by this. RDG will not, however, collect the claims itself and will not revoke the direct debit authorization as long as the customer properly fulfills its payment obligations

- The delivered goods remain the property of RDG until all outstanding claims of RDG against the customer have been paid in full. If the customer defaults on payment, RDG is entitled to withdraw from the contract and demand the return of the goods. The customer is not permitted to resell the goods or pass them on to third parties. RDG must release the securities to which it is entitled to the extent that their total sales value exceeds the sum of all outstanding claims of RDG from the business relationship by more than 10% (or more than 50% if there is a risk of realization).

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- The delivered goods remain the property of RDG until they have been paid in full. The customer can, however, process the goods. If the item is combined with other goods that are not the property of RDG, RDG acquires co-ownership of the new item in proportion to the value of the processed item to the new item at the time of processing. If the new item is to be regarded as the main item, the customer transfers the proportionate co-ownership of this item to RDG.

6. empties/exchangeable containers

The empties/exchange containers intended for recycling shall only be provided for the intended use for a limited period of time and shall remain our inalienable property. We reserve the right to charge a deposit for the exchange containers provided. No ownership can be acquired if a deposit is paid. The customer/supplier is obliged to keep the exchange container in proper condition. Damaged empties will be charged at the new purchase price. An empties account shall be kept for the empties put into circulation and taken back by us, separated according to type of empties. We reserve the right to carry out reconciliations of the empties levels, if necessary with on-site checks. At the end of the business relationship, a final invoice will be issued for the empties and loading material.

7. Invoicing

Since January 1, 2013, electronic invoice sending has been legally possible. You will therefore receive your invoices in an environmentally friendly manner by email as a PDF attachment. If you do not agree to this, please inform us 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: RDG stores and processes your personal data in accordance with the statutory data protection regulations. The transmitted data is used exclusively for electronic invoice sending and is not passed on to third parties.

8. Incoming goods inspection / defects / warranty / complaint / compensation

Sampling and any measurements provided do not release the customer from the obligation to inspect the incoming goods. Complaints are permitted within 1 week of receipt of the goods. Defects in part of the delivery cannot lead to a complaint about the entire delivery. Only a reduction, not a change or compensation of any kind, e.g. for downtime, tools, repairs and/or lost profits, can be demanded. In the case of ground material and re-granulate, minor contamination (up to a maximum of 1% of the weight of the goods delivered) as well as slight deviations and fluctuations in the color tone do not constitute defects and do not entitle the customer to make a complaint. If used plastics (ground material, sprues/rejects) are processed and delivered on a contract basis or on our own account, RDG is only liable for professional processing. We are also not liable for defects of any kind unless RDG has previously expressly promised certain properties. The warranty period is 12 months. For the duration of the warranty, we are obliged, in the event of justified defects, to either make improvements, grant an appropriate reduction or take the goods back against credit, at our discretion. However, we are exempt from having to deliver replacement goods. We are only liable for damages, regardless of the legal basis, in cases of gross negligence and intent. In these cases, the damages are limited to the simple amount of the material invoice. Otherwise, liability is excluded.

9. Samples / Quality

Supplied samples and analysis data refer to the quantities taken and tested. However, these only allow limited conclusions to be drawn about a total quantity, as the values within a batch can fluctuate. We accept no liability for these fluctuations that may occur. The production and trade of plastic production waste such as ground material and re-granulate, including non-type goods (NT goods), is subject to a certain risk due to the possible admixture of foreign substances, which can occur despite the greatest care. This is reflected in the low price. The customer is aware of this situation when he orders NT goods or re-granulates instead of original goods.

10. Contract processing

The material delivered must be clearly labelled and must be absolutely pure and free of foreign bodies. The customer is liable for any consequential damage to the RDG's operating equipment, e.g. broken knives. Since the material delivered can only be randomly checked for its suitability for processing during the incoming goods inspection, the promise to process is subject to change. Due to possible impurities that cannot be identified, RDG cannot provide any quality guarantee for the end product. An over- or under-delivery of up to 15% is permissible and usual and does not constitute a reason for withdrawal from the purchase. In the event of late payment for previous services, RDG has the right to retain processed goods. 10. Place of performance and jurisdiction The place of performance is the registered office of RDG-Plast GmbH or RDG-Verbund GmbH. The place of jurisdiction for all claims and legal disputes arising from a contractual relationship is Ried im Innkreis. The contractual language is German. Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods (UN-KR, CISG).

Mühlheim am Inn, 02/2025

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