

# General Standard Terms and Conditions of Purchase of PB Solutions GmbH

## § 1 Validity of the conditions

The following terms and conditions apply to all deliveries to the company PB Solutions GmbH. Deviating provisions are only binding for us if they have been confirmed by us in writing. Neither failure to object nor acceptance of the goods or their payment shall be deemed to constitute acceptance.

## § 2 Offers and contract

Our offers are subject to change and non-binding. A contract shall only be concluded upon our written purchase or order confirmation. Amendments and supplements or the cancellation of a contract or these terms and conditions shall only become effective upon our written confirmation. Declarations and notifications by the supplier after conclusion of the contract shall only be effective if they are made in writing.

## § 3 Delivery, transfer of risk

- (1) The agreed delivery dates and place of performance are binding. The supplier is not entitled to deviate from the delivery dates or periods stated in the order without our prior written consent. This also applies to early delivery. Compliance with the delivery date or period shall be determined by the proper delivery of the goods to the agreed place of performance.
- (2) The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to him which indicate that the agreed delivery time cannot be met.
- (3) All shipping documents shall be duly provided with the information prescribed by us. The weight and receipt of the goods shall be decisive for invoicing.
- (4) The delivery and the dispatch shall be carried out free of all charges at the expense and risk of the contractual partner to the delivery point determined by us.
- (5) Unless otherwise agreed, the means of transport and type of dispatch shall be specified by us.
- (6) The delivery shall be shipped in compliance with the general regulations on transport and freight in appropriate delivery packaging. The packaging is included in the agreed purchase price.
- (7) Partial deliveries require our consent and shall be marked as such in the shipping documents. In the case of agreed partial deliveries, the remaining quantity shall be listed.
- (8) Excess deliveries shall not lead to a tacit amendment of the contract and shall not be remunerated separately. The supplier may reclaim them at any time at his own expense. At our request, he shall be obliged to take them back immediately. In this case, the supplier shall reimburse us for the storage and maintenance costs incurred in the period between receipt of the request for return and the collection of the excess delivery. If the delivery is a commercial transaction for the supplier and the supplier is in default with the return of the excess delivery, we may also realise it at our discretion in accordance with § 373 HGB.
- (9) The risk shall pass to us upon handover of the proper and complete delivery.
- (10) All events of force majeure shall release the supplier and us from our performance obligations for the duration of the disruption and to the extent of its effect. The party affected shall immediately inform the other contracting party in detail and shall do everything within reason to limit the effect of such events. The party affected shall immediately inform the other contractual partner of the end of the disruption. If the event makes performance permanently impossible, the supplier or we may withdraw from the contract. This also applies if such an event lasts longer than three months.

## § 4 Prices and terms of payment

- (1) The agreed prices are net without value added tax.
- (2) The supplier shall issue an invoice for each delivery. The invoice must contain all the information required under the applicable VAT law.
- (3) Payment shall be made at our discretion within 8 days with a 3 percent discount or within 30 days without discount. The period shall commence upon receipt of the contractual performance and a proper and verifiable invoice. In the event of acceptance of early deliveries, however, the period shall begin at the earliest with the agreed delivery date.
- (4) The supplier is not entitled to assign claims due to him against us or to have them collected by third parties. § Section 354a of the German Commercial Code (HGB) remains unaffected.
- (5) We shall be entitled to rights of set-off and retention to the extent provided by law. Offsetting is only permissible by mutual agreement and after prior written agreement.

## § 5 Obligations to examine and give notice of defects, claims for defects

- (1) The period for inspection and notification of defects pursuant to § 377 of the German Commercial Code (HGB) shall be at least one week from receipt of the goods by us in the case of obvious defects and at least one week from discovery of the defect in the case of hidden defects.
- (2) The supplier shall be responsible for ensuring that the delivered goods are free of material defects and defects of title. Unless otherwise agreed or supplemented in these Terms and Conditions of Purchase, we shall be entitled to the full statutory warranty rights and claims for defects.
- (3) The supplier warrants that it will make its deliveries in accordance with the agreed specifications in a manner customary in the trade and that it will carry out a thorough quality check prior to delivery.
- (4) The materials must be dry, clean, uncross-linked, without barrier or other coex layers, and must be free of metals, tinsel, mica, varnish, flame retardants, post consumer odours and other foreign substances. This also applies if the material has been sampled and tested

or has already been delivered to us previously in the same quality without complaint. An exception shall only apply if the supplier has pointed out in advance that one or more of the aforementioned conditions are not fulfilled and we have acknowledged this in writing.

- (5) An incoming goods inspection shall only take place by us with regard to obvious defects and deviations in identity and quantity. We shall give notice of such defects without delay. Furthermore, we shall give notice of other defects without delay as soon as we have ascertained them in the ordinary course of business. Payments do not constitute a waiver of the right to give notice of defects.
- (6) The supplier shall, at our discretion, remedy the defect or provide a replacement delivery. The supplier shall be entitled to a maximum of two attempts at subsequent performance. If operational safety is at risk, if there is a risk of unusually high damage or in order to maintain our ability to deliver to our customers, we may, after informing the supplier, remedy the defect ourselves or have it remedied by third parties. The supplier shall bear any costs arising from this. The same shall apply if the supplier seriously and finally refuses to remedy the defect or has not remedied the defect after the unsuccessful expiry of a reasonable period set by us in writing. We reserve the right to claim damages in addition to and/or instead of performance. The statutory limitation period for claims for defects shall apply. §§ 478, 479 BGB remain unaffected.
- (7) The supplier is obliged to treat the containers with care and to report any damage to the containers to PB Solutions GmbH without delay. The supplier is responsible for damage or loss (e.g. theft) of containers during his possession.
- (8) With regard to waste management activities, the supplier is obliged to comply with the applicable national and international legal regulations. All other national and international legal provisions must also be complied with.
- (9) The supplier is obliged to observe the Ordinance on the Avoidance and Recycling of Packaging Waste (Packaging Ordinance) in its respective current version, in particular to ensure a proper return and recycling of the delivered packaging materials at its own expense, if PB Solutions GmbH so desires.

## § 6 Retention of title

The delivered goods shall become our unrestricted property upon payment. All deliveries to us must be free from retention of title or third party rights (e.g. liens, conditional sale). Further reservations of title, in particular the so-called extended reservation of title in all its forms, are excluded.

## § 7 REACH

- (1) The Seller warrants that its deliveries comply with the provisions of Regulation EC 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation).
- (2) The substances contained in the Seller's products are, to the extent required under the provisions of the REACH Regulation, pre-registered or registered after expiry of the transitional periods, unless the substance is exempted from registration.
- (3) In accordance with the provisions of the REACH Regulation, the Seller shall provide safety data sheets or the information required under Article 32 of the REACH Regulation. Upon request, he shall also provide us with the information pursuant to Art. 33 REACH Regulation.
- (4) Sellers domiciled in non-EU countries undertake to provide us with the registration number after registration, at the latest upon order confirmation, provided they have appointed an Only Representative (Art. 8 REACH Regulation) and his registration covers the agreed delivery. If an Only Representative has made a pre-registration or registration that covers the delivery, the Seller shall enclose a corresponding certificate with the delivery. The sole representative established in the EU shall be identified by name and address in the European Union.
- (5) In the event that the Seller breaches any of the aforementioned obligations, we shall be entitled at any time to cancel the corresponding order and refuse to accept the corresponding delivery without incurring any costs.

## § 8 Place of jurisdiction and applicable law

The law of the Federal Republic of Germany shall apply exclusively, with the exception of its private international law; the UN Convention on Contracts for the International Sale of Goods shall not apply. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the Stuttgart Local Court.

## § 9 Final provisions

Should any provision in these Terms and Conditions of Purchase or in the context of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

As of 02/2021

**PB Solutions**