

General Sales Conditions of PRH Poly Resource Hamburg GmbH

§ 1 Scope of Application

1. These General Sales Conditions ("GSC") for the sale of goods by PRH Poly Resource Hamburg GmbH (in the following "PRH Poly Resource Hamburg") are exclusively applicable for all services/business relationships of PRH Poly Resource Hamburg as far as the Parties do not agree otherwise in writing (including side agreements, additions and amendments). Conflicting or deviating terms and conditions of the Contracting Party are only applicable if PRH Poly Resource Hamburg expressly confirmed them in writing.
2. These Sales Conditions shall exclusively apply to entrepreneurs (§ 14 German Civil Code (in the following "BGB") as well as to public bodies or a special fund under public law according to § 310 Abs. 1 BGB.

§ 2 Offer/Conclusion of Contract

1. Offers from PRH Poly Resource Hamburg are non-binding.
2. A Contract between the Contracting Party and PRH Poly Resource Hamburg is concluded only after PRH Poly Resource Hamburg confirms the order from the Contracting Party in writing. A Contract is concluded without confirmation of PRH Poly Resource Hamburg, when PRH Poly Resource Hamburg provides the ordered service and the Contracting Party accepts the service.

§ 3 Delivery Time and Time of Performance/Performance Delay

1. If the Parties have agreed on the delivery of the goods by PRH Poly Resource Hamburg, PRH Poly Resource Hamburg is obliged to deliver the goods within 14 calendar days after conclusion of contract. Individually agreed delivery dates or periods with the Contracting Party remain unaffected.
2. If the Parties have agreed on the collection of the goods by the Contracting Party, the Contracting Party is obliged to collect the goods within 7 calendar days. Individually agreed delivery dates or periods with the Contracting Party remain unaffected.
3. Compliance with the performance owed by PRH Poly Resource Hamburg, requires the timely and proper fulfillment of all obligations of the Contracting Party. If the Contracting Party is in default of acceptance or performance delay or culpably violates other obligations to cooperate, PRH Poly Resource Hamburg is entitled to demand the damage incurred in this respect, including any additional expenses. Further claims of PRH Poly Resource Hamburg remain unaffected. In case, the aforementioned requirements are fulfilled, the risk of accidental loss or accidental deterioration of the goods shall pass to the Contracting Party at the time, at which he is in default of acceptance or performance delay.
4. The delivery of PRH Poly Resource Hamburg is subject to proper and timely self-delivery. PRH Poly Resource Hamburg does not assume any procurement risk. Delivery impediments beyond the control of PRH Poly Resource Hamburg, due to force majeure, unforeseen interference by third parties and other circumstances including, among others, strike, lockout, official orders and natural disasters as well as reservation of self-supply shall exempt PRH Poly Resource Hamburg for the duration and extent of their effects, from the obligation to observe delivery and unloading times agreed upon. They also entitle PRH Poly Resource Hamburg to withdraw from the Contract, without the buyer thus being entitled to compensation for damages or any other claims. These circumstances entitle PRH Poly Resource Hamburg to withdraw from the unfulfilled Contract if the services are not only temporarily impossible due to the aforementioned circumstances and were not recognizable when the contract was concluded. PRH Poly Resource Hamburg will refund to the Contracting Party the respective consideration, if any, in the case of a withdrawal.
5. In case the execution of the underlying Contract, especially with regard to § 3 numeral 4, is delayed by more than three (3) months, the Parties are entitled to withdraw from the unfulfilled part of the Contract after an appropriate grace period. The Contracting Party is in case of a delivery, irrespective of his right of withdrawal according to § 437 No. 2 BGB, only entitled to resign from the Contract due to non-performance, delayed or non-contractual performance of PRH Poly Resource Hamburg if PRH Poly Resource Hamburg is responsible for the performance failure and a reasonable period of grace, set by the Contracting Party, elapsed unsuccessfully.
6. PRH Poly Resource Hamburg is entitled to partial performance and partial deliveries if
 - a) the partial delivery is useable for the Contracting Party within the scope of the contractual stipulation of purpose
 - b) the delivery of the remaining ordered goods is ensured and
 - c) no material additional expenditures or additional costs incur to the Contracting Party (unless the seller bears the expenses)

§ 4 Subcontractors

The Parties are entitled to assign the fulfillment of contract obligations in whole or in part to subcontractors. The Parties agree to ensure and

monitor the fulfillment of all standards of these Sales Conditions with regard to reliability, legal requirements and contractual agreements as well as any specific and expert knowledge of all subcontractors engaged within the scope of these Sales Conditions.

§ 5 Pricing, Payment Conditions

1. The prices agreed in each case between the Parties shall apply. If the sales tax liability applies to the business, the agreed price includes the applicable value added tax (in the following "VAT"). Cash discounts require a separate written confirmation of PRH Poly Resource Hamburg either in the order, order confirmation or invoice.
2. If no payment terms and types are determined in the offers, order confirmations or contracts of PRH Poly Resource Hamburg, invoices shall be payable within 14 calendar days after delivery and date of invoice. PRH Poly Resource Hamburg is entitled to claim default interest at the statutory rate from the due date. The enforcement of a higher damage caused by default as well as maturity interest towards merchants shall remain unaffected.
3. In case the Parties have not agreed on a fixed price, PRH Poly Resource Hamburg reserves the right to make appropriate price adjustments due to modified labor costs, price increases for or increases in energy costs for services provided 4 month or later after contract conclusion.
4. The Contracting Party may only set-off or exercise any retention rights if and to the extent his counter claims are recognised by declaratory judgement, uncontested or expressly recognised by PRH Poly Resource Hamburg in writing.

§ 6 Securities

PRH Poly Resource Hamburg is entitled to provide deliveries or services only against advance payment or security if, after the conclusion of the Contract, circumstances become known to PRH Poly Resource Hamburg which could considerably diminish the Contracting Party's creditworthiness and which might jeopardize a payment of PRH Poly Resource Hamburg outstanding claims by the Contracting Party relating to the respective contractual relationship (including other individual orders arising from the same framework agreement).

§ 7 Conditions of Acceptance

1. Prior to the collection, the Contracting Party ensures that the provided goods are the respectively ordered fractions. If this is not the case, the Contracting Party is required to notify PRH Poly Resource Hamburg immediately.
2. The Contracting Party shall ensure that he has the authorization required for the transportation of goods.
3. In case the goods are delivered by PRH Poly Resource Hamburg, the Contracting Party shall ensure that the agreed stand and / or delivery times are met. The Contracting Party is liable for any delays he is responsible for.
4. Additionally, the General German Carrier Conditions (Allgemeine deutsche Spediteurbedingungen – *ADSp*) shall apply for the storage, turnover and handling.

§ 8 Transfer of Risk

In case of delivery of goods from the warehouse of PRH Poly Resource Hamburg to the Contracting Party, the delivery shall be made at the risk and expense of the Contracting Party. Place of performance is the place of dispatch.

§ 9 Retention of Title

1. PRH Poly Resource Hamburg reserves the right to ownership of all delivered goods until all present and future claims including the valid VAT, from the business relationship with the Contracting Party, have been completely and unconditionally paid.
2. In the event the Contracting Party will be in breach of the Contract, in particular in case of delay in payment, PRH Poly Resource Hamburg is entitled to withdraw from the Contract and/or take back the delivered goods after a reasonable grace period has elapsed. Transportation costs and other costs incurred for the take-back of the goods shall be borne by the Contracting Party.
3. The Contracting Party is not entitled to pledge the reserved goods or assign the goods by way of security to third parties before the goods have been fully paid. In case of attachment or other third party access to the goods, the Contracting Party shall notify PRH Poly Resource Hamburg immediately in writing. If the third party is unable to reimburse PRH Poly Resource Hamburg the judicial or out of court costs of a lawsuit in terms of §771 Civil Process Order

(Zivilprozessordnung – ZPO), the Contracting Party shall be liable for the losses incurred by PRH Poly Resource Hamburg in this regard.

4. The Contracting Party shall be entitled to resell the reserved goods in the ordinary course of business. However, he hereby assigns all claims to PRH Poly Resource Hamburg equivalent to the final invoice amount (including VAT) arising from the resale of the goods against its purchasers. This assignment shall apply irrespective of whether the reserved goods were sold without or after processing. The Contracting Party shall be entitled to enforce the aforementioned claims even after they have been assigned. PRH Poly Resource Hamburg refrains to collect the claims, as long as the Contracting Party fulfills his payment obligations, is not delayed in payments, no application is or will be filed for the initiation of insolvency proceedings and payments have not been suspended. In the event that any of the cases, mentioned in sentence 5, occur, PRH Poly Resource Hamburg is entitled to demand from the Contracting Party to immediately disclose the assigned claims and the respective defaulters, to provide all information necessary for the collection of the claims as well as the relevant documents and to inform his defaulters of the assignment.
5. The adaption and processing or transformation ("processing") of the reserved goods by the Contracting Party shall always be made in the name and on behalf of PRH Poly Resource Hamburg, but without obliging PRH Poly Resource Hamburg. If the reserved goods are processed together with other goods not owned by PRH Poly Resource Hamburg, PRH Poly Resource Hamburg shall acquire co-ownership to the new goods in the proportion of the value of the reserved goods to the value of the other goods processed at the time of processing. The same applies if the goods are mixed. If mixing is carried out in such a way that the object of the Contracting Party can be regarded as the main object, it is agreed that the Contracting Party shall assign co-ownership to PRH Poly Resource Hamburg on a pro-rata basis; the Contracting Party shall keep the solely owned or co-owned object in safe custody for PRH Poly Resource Hamburg.
6. If the delivery is made abroad, the following shall apply:
The delivered goods shall remain in the ownership of PRH Poly Resource Hamburg until the Contracting Party has completely paid any amounts owed according to the Contract insofar as this is permitted by the law, of the area to which the goods were delivered. In case this area does not allow retention of title, but entitles PRH Poly Resource Hamburg to reserve other rights to the goods, PRH Poly Resource Hamburg may exercise all these rights. The Contracting Party is obliged to cooperate with PRH Poly Resource Hamburg regarding measures, PRH Poly Resource Hamburg will take to protect her ownership or any other right to the goods.

§ 10 Liability

1. PRH Poly Resource Hamburg is liable unlimited for damages, regardless of the legal reason, only for intent and gross negligence. PRH Poly Resource Hamburg shall be liable for damages from ordinary negligence only resulting from injury to life, body and health and breaches of essential contractual obligations (i.e. an obligation whose fulfillment makes the proper execution of the Contract possible and the observance of which the Parties regularly rely upon); in the latter case, the liability of PRH Poly Resource Hamburg is however limited to the reimbursement of the foreseeable, typically occurring damages.
2. The aforementioned limitations of liability shall not apply to claims of the Contracting Party pursuant to the Product Liability Act (Produkthaftungsgesetz). The limitations of liability also do not apply if PRH Poly Resource Hamburg maliciously concealed a defect or has assumed a guarantee for the quality of the goods. Special statutory provisions regarding the delivery of goods to a consumer shall in any case remain unaffected (supplier recourse according to §§ 478,479 BGB).

§ 11 Warranty

1. If the delivery is defective at the time of transfer of risk, the Contracting Party is entitled to statutory warranty rights. §10 shall apply for the liability of PRH Poly Resource Hamburg.
2. Warranty rights of the Contracting Party shall only exist if the Contracting Party fulfilled his examination duty and duty to notify in terms of § 377, 381 Commercial Code (HGB) as well as immediately informed PRH Poly Resource Hamburg about the defect in writing. In case of the discovery of a defect, the complaint in any case shall be deemed in time, insofar as the PRH Poly Resource Hamburg receives the complaint within a period of 5 working days (excluding Saturdays) from delivery. The same period shall apply for hidden defects after their discovery by the Contracting Party.
3. The rejected goods or a sample shall be made available to PRH Poly Resource Hamburg to their costs upon request. If complaints were unjustified, PRH Poly Resource Hamburg can charge the freight costs as well as the examination costs to the account of the Contracting Party. This does not apply if the defects were not recognizable for the Contracting Party.

4. Customary deviations do not constitute defects. Customary deviations and deviations that are resulting from legal requirements are permitted, provided that the deviations do not impair the usability for the contractually intended purpose.

§ 12 Statute of Limitations

1. The period of limitation arising from defects as to quality and title shall be one year from delivery. The same limitation period also applies to contractual and noncontractual claims for damages of the Contracting Party, based on a defect in the goods.
2. The period of limitation according to numeral 1 does not apply to intent and gross negligence, injury to life, body and health or if PRH Poly Resource Hamburg assumed a guarantee for the quality of the goods or maliciously concealed a defect. Special statutory provisions regarding the delivery of goods to a consumer shall in any case remain unaffected (supplier recourse according to §§ 478,479 BGB).

§ 13 Confidentiality

1. The Contracting Party acknowledges that any technical information, data or documents declared confidential which he received in the course of this business relationship shall be maintained in the strictest confidence and shall be revealed only as it is necessary due to legal reasons or the execution of this Agreement.
2. The Contracting Party may only advertise the joint business relationship after receiving the prior written consent of PRH Poly Resource Hamburg.

§ 14 Waste-related Provisions / Licenses

1. All services of the Parties are subject to the respective valid provisions of the Circular Economy Act (Kreislaufwirtschaftsgesetz - KrWG). This includes the valid rules and regulations which were legislated on the basis of the KrWG. In particular the Directive on the European List of Waste (AVV), the Directive on Proof of Recycling and Disposal (NachwV), the Directive on Transport Permits (TgV), the Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB), the Ordinance on Specialised Waste Management Companies (EfbV), Landfill Ordinance (DepV) as well as the applicable regulations of the federal states, the regulatory requirements and the acceptance conditions of the waste disposal and recycling facilities.
2. Concerning Packaging, the Contracting Party is obliged to comply with the Packaging Ordinance (Verpackungsverordnung – VerpackV) and the applicable LAGA Notice No. 37.
3. The application for permissions, the request of all other applications under public law and the submission of all necessary explanations will be carried out by order and for account of the Contracting Party.
4. In case of shipments according to Article 18 of the Regulation (European Community - EG) 1013/2006, the completion and carrying of the document in terms of Annex VII of the Regulation must be ensured. The aforementioned document must be signed by the Party that arranges the shipment and the recipient and if the recipient does not dispose the waste himself, the document must also be signed by the operator of the treatment facility upon delivery of the waste. If the shipment or the recovery of waste can not be completed in the anticipated manner or it turns out that it is carried out as an illegal shipment, the Party that has caused the shipment is obliged to ensure the redemption of the waste or its recovery in an alternative way as well as any necessary temporary storage of the waste.
5. In the event that the Party who has arranged the shipment, is not able to fulfill the obligations (eg in case of insolvency) the recipient automatically accepts the aforementioned redemption, recovery and storage duties.
6. The Party who arranged the shipment is obliged to keep the documents relating to the shipment of waste, for a period of three (3) years from the beginning of shipment. Upon request, the Party who arranged the shipment or the recipient is obliged to send a copy of the contract to the competent authority.

§15 Anticorruption

1. The Parties undertake to counteract all forms of bribery and corruption and to comply with the statutory provisions. "Bribery and corruption" mean the abuse of entrusted powers for personal gain. This includes, among others, the offering, promise, giving, acceptance or request of personal advantage in exchange for an illegal or unethical act, the breach of a fiduciary duty or other illegal act or the reward of a person, a company or a government office for such action, in particular criminal acts in terms of §§ 298, 299, 333, 334 Criminal Code (Strafgesetzbuch - StGB). Personal benefits include all kinds of gifts, loans, fees, rewards or other incentives (taxes, services, donations, etc.).
2. The obligation according to numeral 1 also applies to all employees of the Contracting Parties, in particular to board members, directors,

managers, employees or any other persons acting on behalf of a company.

§ 16 Final Provisions

1. All the legal relations between the Parties are subject to the law of the Federal Republic of Germany with the exclusion of UN purchasing law (CISG). Contract and business language is German.
2. The exclusive place of jurisdiction for all present and future claims arising from the business relation with the Contracting Party is for the Contracting Party an PRH Poly Resource Hamburg GmbH Hamburg, Germany.
3. If any part of any provision of these Sales Conditions shall be or become invalid or impracticable, the remainder of such provision and/or all other provisions of these Sales Conditions shall remain valid. In this case the Parties agree that the provision will be replaced with a valid and enforceable provision which is closest to what the Parties would have agreed on, if they had considered the point.