

Applicability of the General Terms and Conditions of Purchase and Disposal

1. These General Terms and Conditions of Purchase and Disposal (Terms & Conditions) apply to all business relationships with our business partners and suppliers ("Customers"). The Terms & Conditions only apply if the Customer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
2. The Terms & Conditions apply in particular to contracts for the sale and/or delivery of movable items ("goods"). Unless agreed otherwise, the Terms & Conditions in the version valid at the time of the purchase confirmation or order confirmation or in any case in the version last communicated to the seller in text form shall also apply as a framework agreement for similar future contracts, without our having to refer to them again in each individual case.
3. These Terms & Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the seller shall only become part of the contract if and to the extent that Schuler Rohstoff GmbH has expressly agreed to their validity in writing. This requirement of agreement shall apply in all cases, for example even if the seller refers to its general terms and conditions and Schuler Rohstoff GmbH does not expressly object to them.
4. Individual agreements (e.g. framework supply agreements and details in the order confirmation from Schuler Rohstoff GmbH) shall take precedence over the Terms & Conditions.
5. Legally relevant declarations and notifications by the seller in relation to the contract (e.g. setting of deadlines, reminders, cancellation) shall take written form. Written form within the meaning of these Terms & Conditions includes written and text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the credentials of the declarant, remain unaffected.
6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded by these Terms & Conditions.

I Terms and Conditions of Purchase

Section 1 Offer and conclusion of contract

1. The offers of Schuler Rohstoff GmbH are subject to change and are non-binding. In order to be legally effective, declarations by the seller require either written confirmation from Schuler Rohstoff GmbH or fulfilment of the contract by Schuler Rohstoff, in particular provision of the containers. The same applies to supplements, amendments or ancillary agreements.
2. The information provided by the seller on the waste disposal certificate and the conditions imposed by the authorising authorities and made available to Schuler Rohstoff GmbH form the basis of the contract and are therefore an integral part of it.

Section 2 Warranty

1. The rights of Schuler Rohstoff GmbH in the event of material defects and defects of title in the goods (including incorrect and short delivery) and in the event of other breaches of obligation by the seller shall be governed by the statutory provisions and, exclusively in favour of Schuler Rohstoff GmbH, by the following supplements and clarifications.
2. In accordance with the statutory provisions, the seller shall be liable in particular for ensuring that the goods have the agreed quality on transfer of risk to Schuler Rohstoff GmbH. In any case, the information provided on the waste disposal certificate, which is the subject of the respective contract – in particular by designation of or reference to it in our purchase confirmation – or has been included in the contract in the same way as these Terms & Conditions, shall be deemed to be an agreement on quality. It is irrelevant in this context whether the description of the goods comes from us at Schuler Rohstoff GmbH or from the seller or the manufacturer.
3. Schuler Rohstoff GmbH is not obliged to inspect the goods or make specific enquiries about any defects on conclusion of the contract. In partial deviation from Section 442(1) sentence 2 BGB, it is therefore entitled to pursue claims for defects without restriction even if it was unaware of the defect when the contract was concluded due to gross negligence.
4. The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: The obligation of Schuler Rohstoff GmbH to inspect shall be limited to defects which become apparent during the incoming goods inspection by external examination, including of the delivery documents (e.g. transport damage, incorrect and short delivery) or which are evident during quality control by random sampling. The obligation to give notice of defects discovered at a later date remains unaffected. Notwithstanding the duty to carry out an inspection, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within 10 working days of discovery or, in the case of obvious defects, of receipt of the goods by Schuler Rohstoff.
5. The expenses incurred for the purpose of inspection and supplementary performance, in particular transport, travel, labour and material costs, shall be borne by the seller even if it turns out that there was actually no defect. Liability for damages in the event of an unjustified request to remedy defects remains unaffected; in this respect, however, Schuler Rohstoff GmbH shall only be liable if it recognised or was grossly negligent in failing to recognise that there was no defect.
6. Notwithstanding the statutory rights of Schuler Rohstoff GmbH and the provisions in Section 4, the following shall apply: If the seller does not fulfil its obligation to provide supplementary performance within a reasonable period set by Schuler Rohstoff GmbH, Schuler Rohstoff GmbH may remedy the defect itself – by rectifying the defect (repair) or by obtaining a defect-free item (replacement delivery) at the discretion of Schuler Rohstoff GmbH – and demand reimbursement of the necessary expenses or a corresponding advance payment from the seller. If supplementary performance by the seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the seller of such circumstances immediately, if possible in advance.
7. Otherwise, Schuler Rohstoff GmbH is entitled to reduce the purchase price or withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. It is also entitled to compensation for damages and expenses in accordance with the statutory provisions.

Section 3 Limitation period

1. The reciprocal claims of the contracting parties shall expire in accordance with the statutory provisions, unless stipulated otherwise below.
2. Notwithstanding Section 438(1) no. 3 BGB, the general limitation period for claims for defects of Schuler Rohstoff GmbH is 3 years from the transfer of risk. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (Section 438(1) no. 1 BGB) remain unaffected; furthermore, claims arising from defects of title shall in not expire in any case where the third party may still assert the right against us – in particular in the absence of a limitation period.

3. The limitation periods of sales law, including the above extension, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as Schuler Rohstoff GmbH is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless application of the limitation periods of sales law leads to a longer limitation period in individual cases.

Section 4 Refusal

Schuler Rohstoff GmbH is entitled to refuse delivery and/or acceptance of material temporarily, i.e. until the obstacles described below have been removed, if:

1. it is not possible to accept, treat, store or otherwise handle the material as contractually agreed for reasons affecting technical management – in particular weather conditions, plant defects, material properties.
2. goods are contaminated by hazardous substances or goods emit ionising radiation.
3. the Customer is in default of payment.

II Terms and Conditions of Waste Disposal (in particular provision of waste containers, transport and other services)

Section 1 Services of Schuler Rohstoff GmbH

1. Schuler Rohstoff GmbH shall act as the sole provider of the agreed waste disposal services for the Customer. Depending on the type of service agreed, the scope of services includes in particular
 - a. provision of containers of the type, size and number specified in the contract.
 - b. replacement or emptying and removal of the containers provided at the agreed location and transport of the materials to the recycling/disposal facility.
 - c. proper and legally compliant utilisation/disposal of the agreed waste and other materials.
2. If the contractually agreed service of Schuler Rohstoff GmbH is no longer permissible in the way previously delivered as a result of amendments to statutory regulations, Schuler Rohstoff GmbH shall carry out the disposal in accordance with the amended regulations. Any additional costs incurred as a result shall be borne by the Customer.
3. Schuler Rohstoff GmbH may employ various subcontractors as vicarious agents for the provision of its agreed services.
4. Schuler Rohstoff GmbH shall provide the Customer with the agreed containers for the collection of waste at the agreed time.
5. Schuler Rohstoff GmbH's obligation to dispose of waste shall only apply to waste of the agreed quality. If the quality of the waste deviates from the content of the relevant declaration or the agreed quality, Schuler Rohstoff GmbH is entitled to refuse to accept and dispose of that waste. If the waste is already in the possession of Schuler Rohstoff GmbH, it may, at its discretion,
 - a. return the waste to the Customer and claim loss of profits, or
 - b. recycle or dispose of the waste properly with reimbursement of the additional costs.
6. Legal responsibility for the waste materials to be recycled or disposed of shall remain with the Customer in all cases. Further rights of Schuler Rohstoff GmbH, e.g. to compensation for damages, remain unaffected.
7. The dates and deadlines specified by Schuler Rohstoff GmbH are non-binding unless expressly agreed otherwise in writing.
8. If Schuler Rohstoff GmbH is unable to meet binding dates and deadlines for reasons for which it is not responsible (non-availability of the service), it shall inform the Customer of this immediately and at the same time notify the Customer of the expected new date. If the service is still not available within the new period, Schuler Rohstoff GmbH is entitled to withdraw from the contract in whole or in part; any consideration already paid by the Customer shall be reimbursed immediately. Non-availability of the service shall exist, for example, if Schuler Rohstoff GmbH fails to collect the goods in good time and in the event of other disruptions to operations, for example due to force majeure or if Schuler Rohstoff GmbH is not obliged to procure the goods in individual cases.
9. In the event of default, Schuler Rohstoff GmbH is entitled to discontinue the services 14 working days after receipt of the second reminder and to collect the containers at the same time. For return of the collected containers, Schuler Rohstoff GmbH shall charge the amount of the costs incurred.

Section 2 Obligations of the Customer

1. The Customer undertakes to hand over the contractually agreed waste solely to Schuler Rohstoff GmbH.
2. In the case of call-off orders, the services shall be called off in text form, unless agreed otherwise.
3. The Customer shall meet all requirements for legally compliant, proper provision of the service. In particular, declaration of the waste shall be complete and accurate. The containers shall only be filled with the declared waste. Schuler Rohstoff GmbH shall be informed immediately of any changes in the composition of the waste.
4. The waste shall be handed over on collection. Transfer of risk and transfer of ownership to Schuler Rohstoff GmbH shall therefore take place on collection of the waste. This does not apply to hazardous waste or waste that does not comply with the declaration. These may be rejected by Schuler Rohstoff GmbH or disposed of at the Customer's expense.
5. The Customer's disposal obligations under public law, in particular any existing transfer and delivery obligations, separation and documentation obligations under the German Commercial Waste Ordinance and any obligations to provide evidence shall remain unaffected by commissioning of the services. Charges under public law arising from the Customer's regional or municipal notification obligations also remain unaffected. All measures taken by Schuler Rohstoff GmbH (e.g. due to a change in statutory provisions after conclusion of the contract) in addition to the actual disposal service (e.g. sampling, analysis, other type of recycling) shall serve exclusively to fulfil the Customer's legal obligations and shall be remunerated separately by the Customer.

- Schuler Rohstoff GmbH shall be notified in text form of all operational changes affecting the collection of waste at least 4 weeks in advance. Notification of official orders that have an influence on the contractual service shall be provided immediately in text form. In the event of a breach of these notification obligations, the Customer shall be liable for all resulting costs and expenses.
- The agreed service cycles and phases are binding. Downtimes and waiting times that are not caused by Schuler Rohstoff GmbH and wasted journeys are subject to a fee and shall be charged at the hourly rates for the commissioned services.
- The Customer guarantees and confirms to Schuler Rohstoff GmbH that all goods which it sells or hands over to Schuler Rohstoff GmbH have either been legally acquired or are under its exclusive power of disposal.

Section 3 Provision of waste containers

- Schuler Rohstoff GmbH shall provide the Customer with the required waste collection containers and bins ("rental containers") on a rental basis for the duration of the disposal. These therefore remain the property of Schuler Rohstoff GmbH. Schuler Rohstoff GmbH is entitled to arrange for exchange of waste containers, e.g. for repair or cleaning purposes, without prior notification.
- The Customer undertakes to treat the rental containers with care and to observe the manufacturer's operating instructions, in particular regarding the maximum filling height and the permissible filling weight. Damage and additional expenses (e.g. for reloading, transport, damage analysis) caused by improper filling of the rental containers shall be paid for separately by the Customer. The Customer shall be liable for heavy soiling and damage to the rental containers that is not attributable to normal wear and tear and for their loss during the rental period, insofar as it has breached its duties of protection and care. Schuler Rohstoff GmbH shall be notified immediately in text form of any damage to the rental containers. Modifications to the containers are not permitted.
- The Customer shall also be liable for selecting the location of the rental containers, in particular for ensuring that there is an adequately paved surface, and shall guarantee free and adequate accessibility for removal. The rental containers may not be moved without the consent of Schuler Rohstoff GmbH.
- The Customer is responsible for the safety of the rental containers. The Customer shall obtain the necessary official authorisations for the use of public traffic areas at its own expense prior to provision. The Customer is solely liable for failure to secure the rental containers and for failure to obtain authorisation. In this respect, it shall indemnify Schuler Rohstoff GmbH against third-party claims.

Section 4 Force majeure

Schuler Rohstoff GmbH shall not be liable for impossibility of performance if this is due to force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, transport delays, strikes, lawful lockouts, shortage of labour, energy, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures for which Schuler Rohstoff GmbH is not responsible). If such events make it significantly more difficult or impossible for Schuler Rohstoff GmbH to perform the service and the hindrance is not only of a temporary nature, the Customer is entitled to withdraw from the contract. In the event of hindrances of a temporary duration, the performance deadlines shall be extended or the performance dates postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept performance as a result of the delay, it may withdraw from the contract by immediate written declaration to Schuler Rohstoff GmbH.

Section 5 Limitation of liability of Schuler Rohstoff GmbH

- The liability of Schuler Rohstoff GmbH for damages, irrespective of the legal grounds, in particular due to impossibility, delay, breach of contract, breach of obligations during contract negotiations and unauthorised action, shall be limited in accordance with the provisions of this Section 5.
- Schuler Rohstoff GmbH shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. A material contractual obligation is an obligation which makes the proper fulfilment of the contract concluded with the contractual partner possible in the first place, on which the contractual partner has relied and may expect to rely, and culpable non-fulfilment of which jeopardises the achievement of the purpose of the contract.
- Insofar as Schuler Rohstoff GmbH is liable for damages in accordance with Section 5 clause 2, this liability shall be limited to damages which it foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Furthermore, indirect damage and consequential damage resulting from improper disposal are only eligible for compensation if such damage is typically to be expected. The above provisions of this clause 3 shall not apply in the event of intentional or grossly negligent behaviour on the part of members of the seller's executive bodies or senior executives.
- The above exclusions and limitations of liability shall apply to the same extent in favour of the executive bodies, legal representatives, employees and other vicarious agents of Schuler Rohstoff GmbH.
- The limitations of this Section 5 shall not apply to the liability of Schuler Rohstoff GmbH for intentional behaviour, for guaranteed characteristics, for injury to life, limb or health or for damages covered by the Product Liability Act.

III General conditions

Section 1 Prices and terms of payment

- Deliveries for which Schuler Rohstoff GmbH pays a fee to the seller
 - If Schuler Rohstoff GmbH pays a fee to the seller for receipt of the contractual materials, the prices stated in the purchase confirmations of Schuler Rohstoff GmbH are net prices, which shall be paid plus any applicable statutory value added tax.
 - Unless contractually agreed otherwise, Schuler Rohstoff GmbH shall issue credit notes to the seller.
 - Unless agreed otherwise, the seller's invoices are payable within 60 days of receipt.
- Deliveries for which Schuler Rohstoff GmbH receives payment from the seller
 - If Schuler Rohstoff GmbH receives a fee from the seller for receipt of the contractual materials, the prices of Schuler Rohstoff GmbH are net prices, which shall be paid plus any applicable statutory value added tax.

- b. Invoices of Schuler Rohstoff GmbH are due for payment immediately and without deduction. If the seller is in default of payment, interest shall be charged on the purchase price during the period of default at the applicable statutory default interest rate (currently 9 percentage points above the base interest rate per annum). Schuler Rohstoff GmbH reserves the right to assert further claims for damages caused by delay. For merchants, the claim to commercial maturity interest (Section 353 HGB) remains unaffected.
3. If the service is invoiced by weight, the weights determined on a calibrated scale of Schuler Rohstoff GmbH or a subcontractor shall be definitive for invoicing. Deviations in weight within customary tolerances shall not entitle the seller to make complaints.
4. The agreed material or freight prices shall only apply if normal transport is unhindered. Separate charge may be made for delays in the exchange or collection of waste containers caused by the contractual partner.
5. Unless agreed otherwise, invoicing or credit notes shall be issued on the basis of the weight received and the quality assessment of Schuler Rohstoff GmbH or a third party commissioned by it on acceptance of the goods. The invoice or credit note shall comply with the legal requirements.
6. Schuler Rohstoff GmbH is entitled to rights of set-off and retention and the defence of non-performance of the contract to the extent permitted by law. In particular, it is entitled to withhold due payments as long as it is still entitled to claims against the seller arising from incomplete or defective services.
7. The seller shall only have a right of set-off and retention on the basis of legally established or undisputed counterclaims.

Section 2 Price adjustment

If the costs on which the price calculation is based change in the case of continuing obligations (e.g. referred to in the price agreement for the waste disposal contract as “discount” or “additional payment”), in particular energy costs, petrol and other transport costs, and costs for third-party services (e.g. disposal/recycling facilities), or if Schuler Rohstoff GmbH incurs additional costs due to changes in statutory regulations, official requirements and/or fees and other charges, Schuler Rohstoff GmbH is entitled to adjust the prices to the changed conditions from the time of the changes prior to execution of the order. The adjustment shall be applied with an explanation of the reason for the change. If the price adjustment leads to a change of more than 10% of the agreed total price, the seller is entitled to terminate the contract with a notice period of 4 weeks from the end of the quarter.

Section 3 Choice of law and place of jurisdiction

1. These Terms and Conditions and the contractual relationship between us and the Seller are governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
2. If the seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – and international – place of jurisdiction for all disputes arising from the contractual relationship is our registered office in Deißlingen. The same applies if the seller is an entrepreneur within the meaning of Section 14 BGB. In all cases, however, we are also entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these Terms & Conditions or an overriding individual agreement, or at the general place of jurisdiction of the seller. Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.