

General Terms of Sale

General

Our general terms and conditions only apply to offers and deliveries of the CSW Germany (CSW). CSW is bound by conflicting or supplementary general terms and conditions of the customer only in as far as these conditions comply with the following terms and conditions or CSW agrees in writing.

The purchasing conditions of our customers only apply insofar as they do not contradict our following delivery and payment conditions.

Offers

Unless agreed otherwise, the offer is not valid if it is not confirmed by the customer within one month.

Prices are based on the requirements specified by the client in his request. In the case of changes, the prices will be adjusted accordingly.

Orders must match the offered amounts. If the ordered quantities differ in the offered, the prices will be adjusted accordingly.

Order / Confirmation of Order / Contracts / Cancellation

The order of the customer and the order confirmation by CSW are only made online on our website www.CSWGGermany.com or by email.

CSW is only obliged to supply the customer if the order has been confirmed in writing or electronically, and all elements of the request are included. Such a confirmation of order or such a contract must be sent to the customer within a period of highest 2 weeks from the date of the order electronically.

The customer is obliged to comply with the (advance-) payment determined in the contract, on time within a maximum of 2 weeks after receipt of order confirmation. The delivery period shall begin upon receipt of (advance-) payment.

CSW accepts also a letter of credit, unless contractually agreed. This must be received within 2 weeks after order confirmation by our bank. After acceptance by our bank, the order shall be deemed accepted and the delivery period starts.

The delivery schedule must be clearly specified and represents a part of the price. Should the customer decide to postpone the delivery, this does not relieve the customers from the terminology of the agreed payments. CSW charges any resulting storage fees to the customer.

If a contract exceeds the period of six months, detailed arrangements concerning quantities and delivery dates are to meet and it is to record a raw material price clause as well as a currency clause. If a contract is cancelled after the order confirmation by the customer for whatever reason, a cancellation fee of at least 20% of the order value will be charged, depending on the stage at which the production of the goods is. This amount can be maximum 100 % of the order value.

Prices in order-confirmations and contracts base on commodity prices at the time of the signature of the order-confirmation or of the contract. The contracting parties shall re-negotiate on the prices for the agreed period record in the event of a change of this commodity prices. If no appropriate match can be achieved, CSW reserves the right to terminate the contract unilaterally.

Deliveries

Deliveries will be made, if not otherwise agreed in writing, EXW stock CSW Germany.

Customer shall ensure that waste packaging material is sorted correctly to make sure that each type of material can be disposed of in an environmentally responsible way.

The goods will be shipped and invoiced on the day of the delivery in accordance with the order confirmation or order contract.

The quality of the finished goods cannot be guaranteed during extended storage as six months after the delivery date.

Complaints

Complaints about obvious defects must be communicated in writing within one week after receipt of the goods. Only up to 10% may be processed because the goods can be reclaimed only in the delivered condition. Returns are permitted by prior agreement. Compensation for damages is excluded.

Warranty and Liability

The warranty of CSW is limited to the defects of the delivered goods and ends no later than six months after delivery to the purchaser. The warranty period is only maintained if CSW receives the notification of defects before the deadline.

The buyer has to inform CSW about defects in detail and in writing. The evidence that a defect exists, incumbent on the buyer. CSW is not liable for further, direct or indirect damages, in particular not for consequential damages.

Any further claims of the buyer independent on whatever legal grounds they are based are explicitly excluded. CSW is entitled at its discretion to make repairs or to replace the defective goods with another equivalent. The grace period is at least the same delivery time which was originally intended for the processing of the order. CSW bears the costs of sending the goods to CSW and the costs for the return shipment to the customer.

Retention of Title

Title to products is retained by CSW until the purchase price of the products is fully paid and all claims accruing to CSW against the purchaser in connection with the business relationship are settled (retention of title). Such retention of title shall also apply to the accepted balance, as far as any accounts receivable towards the purchaser are allocated to current accounts by CSW (current account reservation). The following terms and conditions shall apply for all products (hereinafter called "reserved products").

Irrespective of the delivery and the transfer of risk or other provisions of these delivery conditions, ownership of the goods should not pass to the buyer until the entire purchase price has been paid.

After a possible withdrawal from the contract, the seller has the right to demand the goods, to sell them otherwise or to dispose of them in any other way.

As long as the goods have not been paid for in full, the buyer must hold the goods in trust for the seller and keep the goods separate from his property and those of third parties, as well as store, secure and insure the reserved goods properly and mark them as the property of the seller.

Until full payment has been made, the buyer may use the goods in the ordinary course of business or resell them, but he must keep any remuneration (including any insurance payments) for the seller and keep the funds separate from his assets and those of third parties. If the goods are further processed and the further processing has also been carried out with parts in which the reserved seller has no ownership, the reserved seller obtains the corresponding partial ownership. The same should apply in the event that the seller's goods are mixed with those of others.

In the event of attachment or other intervention by third parties, the buyer must immediately inform the seller so that the seller can file a lawsuit in accordance with the applicable law. If the buyer does not perform this task, he is liable for the damage incurred.

The seller undertakes to release the securities to which he is entitled at the buyer's request insofar as the realizable value of the securities exceeds the claims to which the seller is entitled. The seller selects the collateral to be released.

A withdrawal from the contract is not necessary to assert the retention of title, unless the customer is a consumer.

If the delivered products are combined or intermixed with other products that not belong to CSW, CSW will acquire a co-ownership interest in the new object in proportion to the value of the reserved products to the products not belonging to CSW.

The reserved products may neither be pledged nor assigned by way of security. In case of seizures or other third-party interventions the Purchaser shall immediately notify CSW in writing.

In case of breach of duty by the customer, in particular in case of default of payment, CSW is entitled to take back the reserved goods for the duration of the breach of duty. In the return by CSW is no withdrawal from the contract, unless CSW had explicitly stated this when taking back.

Prices / Invoices / Terms of Payment

If not agreed otherwise, all prices are based on the current offer from CSW applicable at the time of contract. The prices are plus VAT and other taxes, levies and customs charges.

Unless otherwise agreed the payments are determined by the offer by CSW at the conclusion of the contract. With the payment deadline, default of payment occurs.

The invoicing of CSW is exclusively online.

If the agreed payment goal is exceeded, CSW shall be entitled to terminate all subsequent orders, or to cancel or only deliver against prepayment and suspend possible preferential conditions.

CSW shall be entitled to claim interests at a rate of 8 percentage points above the base rate p.a. beginning with the delay in payment. All further and other claims and remedies of CSW shall remain unaffected.

We are entitled to assign our claims to third parties.

Payments

Payments with debt-relieving effect can only be made to akf bank GmbH & Co KG, Am Diek 50, 42277 Wuppertal, to which we have assigned the claims from our business relationship.

If your general terms and conditions contain a prohibition of assignment, we ask you to lift this prohibition of assignment to enable cooperation with a factoring institute.

Delay of Delivery

If CSW is defaults on delivery for which is it responsible, the customer can be credibly convince him to do so Damage incurred he can claim liquidated damages. The lump-sum compensation amounts to every completed week of delay 0,5% of the price for the part of the delivery which is not expedient due to the delay could be put into operation or consumed, a maximum of 5% of this price.

CSW shall not be liable for delays due, in particular. to force majeure, especially mobilization, war. situations of unrest, terror, general shortages in product and material or similar circumstances such as strikes and lockouts. Interruptions of Operation – in own site, at supplier's site and at purchaser's site, like strikes, lockouts, illness, vacation - are not eligible for the termination of the contractual relationship.

Exception when selling machines

The sale of any machines is excluded from CSW's general terms of delivery and payment. Here CSW acts only as intermediary between the interested party and the manufacturer. Unless otherwise agreed in writing, the delivery terms of payment of the manufacturer are valid. CSW is therefore not responsible for any warranty or claims for compensation.