General Terms and Conditions
DB SCHENKEREuropac

Schenker Deutschland AG | DB SCHENKEREuropac | Coburg | as at June 2019
General Terms and Conditions

as at June 2019

Subject

Schenker Deutschland AG, Celle – hereinafter referred to as DB Schenkeruepa – performs the following services, which constitute the subject matter of the contract:

1) Trading in new or used packaging, and packaging material

2) Services associated with the cleaning of packaging, the handling of project business/environmental packaging in the way-use of reusable transport packaging (MTV)

3) Validity

1.1 These General Terms and Conditions (hereinafter referred to as “GTC”) shall govern the contractual legal relationship between Schenkeruepa and its clients (ordering parties) in accordance with the applicable laws of prices and services. They shall be applicable to all contracts, orders, and other services. The client’s conditions of purchase, business and other conditions shall be rejected.

1.2 Within the scope of a current business relationship between Schenkeruepa, DB Schenkeruepa’s GTC shall also constitute part of the contract if DB Schenkeruepa fails to make express reference thereto in their individual cases.

1.3 DB Schenkeruepa’s services shall be performed in accordance with established industrial practice as in usual DB Schenkeruepa Contract. Schenkeruepa shall also have the right to outsource services to third parties.

The following shall apply to any statements concerning quality, quantity, colours, measurements and weights: in the absence of any expression of agreement to the contrary, deviations in weight and quantity of up to 5% above and below the agreed figures shall be admissible.

2. Quotations

2.1 The contract conditions, price and delivery dates shall apply unless agreed otherwise in the written order.

2.2 Errors and amendments in the text of both quotations and prices, whether verbal or in writing, shall be excepted in all cases.

3 Delivery, transfer of risk, delay and force majeure

3.1 Failure of rectification shall only be assumed if DB Schenkeruepa – after having been notified of the defect in writing – has been previously granted sufficient opportunity for rectification or replacement, should rectification or replacement be impossible, they should be refused or delayed unusually by DB Schenkeruepa, or should there be justified doubts about the prospects of success or unacceptability for other reasons.

4. Right of rejection

4.1 In the event of any breach of obligations of which the fulfilment renders proper execution of the contract possible and in the observance of which the contracting parties would be in no way considerably prejudiced (without culpability), the other contracting party may demand a reduction in payment (price reduction), cancel the contract or by way of a contract.

5. Rights of retention

5.1 If the delivery date is more than four months after conclusion of the contract, adjustment of the price to changed conditions of delivery, transfer of risk, delay and force majeure shall be admissible.

5.2 Ordinarily, if DB Schenkeruepa is unable to prevent the application of this condition, Schenkeruepa shall charge a one-way rate for the single service. The one-way rate shall cover provision of reusable transport packaging for a period of six working days between the provision of the empty reusable transport packaging to the client and collection of the reusable transport packaging from the recipient, provided properly and on time. DB Schenkeruepa shall charge the reusable transport packaging from the recipient four working days after transfer to the client in the event of a delay for force majeure.

If Schenkeruepa makes a futile attempt at collection from the recipient notified by the client within six working days of delivery of the full reusable transport packaging, it shall be entitled to invoice its replacement value.

The goods shall remain the property of DB Schenkeruepa for as long as the debt secured, and DB Schenkeruepa are included in a current invoice and under Section 377 BGB.

6.2 The period of limitation for claims for defects in goods from and services by DB Schenkeruepa and under its liability for compensation shall be one year.

6.3 This shall not apply, should any claims for defects in goods from and services by DB Schenkeruepa and under its liability for compensation, and in cases of claims under the Product Liability Act.

9. Confidentiality/ Data protection/ Compliance

9.1 The order or party/ client shall be able to use all information which it has received from DB Schenkeruepa and which is noted as confidential or similar (or which has been deemed confidential and later confirmed as such) in writing, or which is confidential by nature, as confidential and as a contractual secret. This confidentiality obligation shall not extend to information which was already in the legitimate possession of the ordering party or in the public domain.

10.2 The place of fulfilment and court of jurisdiction for deliveries and payments, and for any disputes arising between the parties

10.3 Jurisdiction

10.4 Should only slight defects be involved, the right of cancellation shall be precluded. The client shall only be entitled to reduce payment to the extent of slight defects.

3.6 In a case of force majeure, the client may demand compensation in lieu of performance under the conditions of Clause 3.1 should the order not be carried out for reasons for which the client is not to blame. Should the order not be carried out for reasons for which the client is to blame, the client may demand a reduction in price (price reduction), cancel the contract (rejection) or demand compensation under the conditions of Clause 7, in its discretion.

9.2 Both parties agree to fulfil the contractual obligations on a basis of mutual respect and in accordance with law.

7.4 Failure of rectification shall only be assumed if DB Schenkeruepa has been granted sufficient opportunity for rectification or replacement, should rectification or replacement be impossible, they should be refused or delayed unusually by DB Schenkeruepa, or should there be justified doubts about the prospects of success or unacceptability for other reasons.

Should only slight defects be involved, the right of cancellation shall be precluded. The client shall only be entitled to reduce payment to the extent of slight defects.

7.5 Failure of rectification shall only be assumed if DB Schenkeruepa has been granted sufficient opportunity for rectification or replacement, should rectification or replacement be impossible, they should be refused or delayed unusually by DB Schenkeruepa, or should there be justified doubts about the prospects of success or unacceptability for other reasons.

Should only slight defects be involved, the right of cancellation shall be precluded. The client shall only be entitled to reduce payment to the extent of slight defects.

5.1 The reason of a wrong formula DB Schenkeruepa in written or text form shall be crucial to acceptance of the order.

5.2 Should the delivery date be more than four months after conclusion of the contract, adjustment of the price to changed conditions of delivery, transfer of risk, delay and force majeure shall be admissible.

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