

General Delivery Terms and Conditions for Contracts (Date 07/01/2020)

I. General

The present terms are valid for the POLYRACK TECH-GROUP Holding including all affiliated companies in Germany and the subsidiaries abroad.

However, the obligation described under item II (obligation to take delivery) still remains in effect. If agreement is not reached in the price renegotiation, the ordering party shall be obliged to accept the amounts due under item II at the hitherto valid price.

II. Scheduling / Delivery

1. To ensure that the required delivery date can be met, the ordering party shall bindingly schedule delivery (call-off orders) in good time, taking into account the current delivery period. Confirmed delivery dates are subject to correct and timely self-supply.
2. Any rescheduling shall be effected in at least the agreed delivery lot quantity. Deliveries are performed in whole-number multiples of a packaging unit.

3. The ordering party can request that the contract period be extended by a maximum of 3 months, if at the same time it consents to a 5 % mark-up on the agreed base net price. After expiration of the extended contract period, the ordering party shall be obliged to accept the remaining quantity as agreed in the installment supply contract, and the remaining quantities shall be delivered.

III. Obligation to take delivery

The contracting parties have concluded an installment supply contract. The ordering party is obliged to accept the quantity of goods specified in the blanket order within the contract period.

V. Safety stock

The supplier shall store the agreed quantity, not more than the remaining quantity as stipulated in the contract and for not longer than the contract period, as safety stock or consignment stock (if agreed). The quantity in the safety stock is scheduled and provided for the ordering party. The safety stock is furnished in order to bridge drastic delivery delays on the part of the manufacturers and to cover unplanned additional requirements on the part of the ordering party.

IV. Prices

1. The prices are fixed for the duration of the contract. Changes in market prices, in particular increases of + 5% in raw materials, shall entitle the contracting parties to renegotiate the price with the aim of price alignment. The same shall apply if supplementary articles or additional quantities are recorded, call-off stock is converted to other models, manufacturers or packaging material or replacement models are delivered.
2. If agreement is not reached in the course of the price renegotiation, each of the parties shall have the option to take the disputed articles out of the contract.