General Terms and Conditions of Business and Acceptance (RIGK-SYSTEM and RIGK-G-SYSTEM)

I. General Terms and Conditions of Business

Pursuant to the General Terms and Conditions of Business and Acceptance as amended per March 01, 2011, an agreement is entered into between the final consumer / waste producer and the RIGK GmbH, Wiesbaden (hereinafter ”RIGK“) on the acceptance of used packaging.

1. Validity of the General Terms and Conditions of Business and Acceptance

Services by RIGK shall be performed solely on the basis of these General Terms and Conditions of Business and Acceptance, insofar as express reference is made hereto by RIGK, even if the General Terms and Conditions of Business and Acceptance have not been expressly agreed upon again. Counter-confirmations by the final consumer / waste producer referring to his own general terms of business or supply are hereby expressly rejected. Any deviations from the General Terms and Conditions of Business and Acceptance and from any other general terms of business shall only be valid if expressly confirmed in writing by RIGK. Within the meaning of these General Terms and Conditions of Business and Acceptance, packaging is deemed to be such packaging consisting of more than 50 % plastic in terms of weight.

2. Subject matter of the agreement

On behalf of the fillers / distributors, RIGK shall recover the packaging and have this reprocessed as stipulated by the legal regulations of waste law. Packaging containing hazardous products shall be such packaging which, under the terms of Article 3a, paragraph 1 German Act on Chemicals (ChemG) in conjunction with Article 3 of the German Ordinance on Dangerous Materials (GefStoffV), requires labelling of the dangerous materials and preparations or which, pursuant to the European Convention on the International Carriage of Dangerous Goods by Road (ADR), Schedules A and B, contains dangerous products requiring labelling (hereinafter ”hazardous packaging“). Packaging containing non-hazardous products shall be the commercial and industrial packaging listed in Articles 4 and 7 of the German Packaging Ordinance (VerpackV).

3. Obligations of RIGK

When accepting the used plastic packaging and always provided that the final consumer / waste producer acts in compliance with the General Terms and Conditions of Business and Acceptance, RIGK is obliged towards the final consumer / waste producer to have the used packaging reprocessed in accordance with the KrWG as well as its subordinate legal rulings. The containments arising during sorting and reprocessing shall be properly disposed of.

4. Obligations of the final consumer / waste producer

The final consumer is obliged only to deliver packaging which

- has been completely emptied, i. e. packaging containing liquids must be ”drip-free“, packaging of solids ”trickle-free“ and packaging of viscous, paste-like, adhesive or similar materials ”spatula clean“; moreover, the packaging may not contain any residues which could be released; appropriate measures must be taken to eliminate potential hazards. No dangerous residual material may adhere to the outside of the packaging,
- is labelled with the RIGK trademark,
- has a readable product label indicating the last content,
- is free of foreign substances which are not part of the packaging (e. g. paper, cardboard, wood, adhesive tape, metals, plastics of a dissimilar nature etc.).

The final consumer is obliged to contact the collection point prior to delivery.

5. Refusal to accept

Packaging shall be excluded from acceptance which

- is pursuant to Article 3a, paragraph 1 ChemG in conjunction with Article 3 GefStoffV, requires labelling with the hazard symbol E – Explosive,
- has contained gases, explosive, radioactive and infectious materials (hazard labels of classes 1, 2, 6.2 and 7),
- is subject to special disposal in accordance with other legal rulings,
- has characteristics disturbing or considerably complicating a material reprocessing for technical or economic reasons and / or due to the inability to completely empty the residual contents of the containers,
- does not comply with the General Terms and Conditions of Business and Acceptance,
- has contained products other than the contents intended for transport, storage or consumption by the filler / distributor.

6. Rejection of packaging

RIGK or one of its commissioned collection points shall be entitled to reject acceptance of packaging which does not comply with the General Terms and Conditions of Business and Acceptance, giving due consideration to statutory provisions. Having accepted the packaging, the

collection point shall, in the event of imminent danger, initiate substitute proceedings at the expense and risk of the final consumer / waste producer and, if appropriate, advise the authorities responsible.

7. Transfer of risk

The risk of the packaging delivered and accepted shall not pass to RIGK until RIGK has declared acceptance of the packaging.

Warranty and liability of the final consumer / waste producer

The final consumer / waste producer assures and warrants that the packaging delivered by him is in compliance with the General Terms and Conditions of Business and Acceptance. RIGK reserves the right to effect a subsequent examination. The final consumer / waste producer shall be liable to RIGK in accordance with statutory regulations for all direct and indirect damage incurred to RIGK due to a violation of the obligations incumbent upon the final consumer / waste producer on the basis of the General Terms and Conditions of Business and Acceptance, in particular due to a violation of the obligation not to deliver any packaging which has not been completely emptied as stipulated in Article 4 above. If the final consumer / supplier is liable in this respect, he shall release RIGK from any respective claims to compensation for damages raised by third parties including corporations commissioned by RIGK to perform RIGKís contractual obligations, to the extent of his liability.

9. General provisions

The written form is also kept by text form (e-mail, fax etc.) pursuant to Article 126b German Civil Code (BGB – Bürgerliches Gesetzbuch).These General Terms and Conditions of Business and Acceptance, any other terms and conditions of business referred to and the entire legal relationship existing between the final consumer / waste producer and RIGK shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. Insofar as the final consumer is a registered merchant, the courts of Wiesbaden shall have jurisdiction over any disputes arising hereunder. If one of the provisions of these General Terms and Conditions of Business and Acceptance has become or becomes invalid, this shall not affect the validity of the remaining provisions or agreements.

II. Conditions of acceptance for packaging containing non-hazardous products (RIGK-SYSTEM)

The following supplementary conditions of acceptance shall apply to packaging containing non-hazardous products.

The delivery of the packaging shall be documented by the final consumer / waste producer by

means of an acceptance form. In addition to details on quantities of the types of packaging, the acceptance form must contain the declaration by the final consumer / waste producer to the fact that the packaging delivered has been completely emptied, is labelled with the RIGK trademark and complies with the General Terms and Conditions of Business and Acceptance.

2. Rigid packaging must be delivered as follows:

- split up into categories of materials (pursuant to DIN standard 6120),
- in principle, open with the lid separate,
- metal handles must be removed in advance, for instance from buckets and canisters.

3. Films, plastic sheet sacks, FIBC, fabric sacks and combined plastic packaging must be split up into groups and delivered as follows:

- Plastic sacks, contents categories 1 to 6**
- Plastic sacks, contents categories 7 to 8**
- Plastic sacks, contents category S**
- Combined plastic packaging V*
- Shrink films
- Stretch films
- FIBC (Big Bags), fabric sacks

Sack linings for solids / inliners soiled with liquids, pastiness or adhesives are excluded from acceptance.

III. Conditions of acceptance for hazardous packaging (RIGK-G-SYSTEM)

The following supplementary conditions of acceptance shall apply to hazardous packaging.

1. These conditions of acceptance also apply to the return of hazardous packaging made of paper and labelled with the trademark ”REPASACK“.

2. The hazardous packaging must be delivered by the final consumer / waste producer in the following described Reprocessing Groups A and B. In case that packaging is subject to the German GefStoffV as well as to ADR, the classification of the packaging into Reprocessing Groups A to B shall always depend on the highest danger potential.

Reprocessing Group A (in this group no hazardous materials are to be classified):
Hazardous packaging, which, pursuant to Article 3a, paragraph 1 ChemG in conjunction with Article 3 GefStoffV and EU ordinance no. 453 / 2010, requires labelling with the hazard symbols Xi – Irritant, Xn – Harmful, respectively with the GHS codifications GHS 07 and 08.

Reprocessing Group B:
Hazardous packaging, which, pursuant to Article 3a, paragraph 1 ChemG in conjunction with Article 3 GefStoffV and EU ordinance no. 453 / 2010, requires labelling with the hazard symbols C – Corrosive, F – Highly flammable, F+ – Extremely flammable, O – Oxidizing, T – Toxic, T+ – Very toxic or N – Dangerous for the environment, respectively with the GHS codifications GHS 02, 03, 05, 06 or GHS 09 or hazardous packaging containing dangerous products requiring labelling with the hazard labels of classes 3, 4.1, 4.2, 4.3, 5.1, 5.2, 6.1, 8 or 9 pursuant to ADR, Schedules A and B.

3. Delivery must be documented by a fully completed taking back protocol. A separate taking back protocol must be used for each Reprocessing Group. The taking back protocol must be signed by the dangerous products / waste agent or by a person from the final consumer / waste producer commissioned by this agent.

4. The hazardous packaging shall be recovered exclusively in a firmly sealed RIGK collection sack to be obtained from RIGK for a fee of € 1.20 / sack, plus postage, delivery costs and VAT.

5. A separate collection sack must be used for each Reprocessing Group.

6. Only packaging of hazardous substances per collection sack which are not subject to a prohibition from packing or loading together as specified in the ADR. The collection sacks may be transported on the basis of the exceptional authorisation to transport emptied packaging of hazardous products made by the state office for road and traffic, Rhineland-Palatinate.

7. The hazardous packaging must be individually filled into the sack i. e. no ”sack in sack“ filling is permissible.

8. It must always be possible to identify the hazard symbols on the empty packaging inside the sack from the outside.

9. The full collection sack may not exceed a maximum weight of 25 kg.

10. Rigid packaging must be closed with their original lid before being filled into the sack.

11. Sack linings for solids / inliners must be delivered in their original cover (only plastic covers).

Explanations:

* Plastic packaging combined with other materials
(e. g. PE / aluminium, PE / PA)
** Explanation of the contents categories:
Category 1: Inorganic compounds with alkali reaction
Category 2: Inorganic compounds with acidic reaction
Category 3: Inorganic inert compounds
Category 4: Organic compounds which do not react with each other
Category 5: Organic polymer compounds
Category 6: PVC
Category 7: Soot
Category 8: Paint pigments
Category S: Foodstuffs and fodder, peat, earthen products, wood dust etc.

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