General Purchase Conditions (GPC)

PRH Poly Resource Hamburg GmbH (PRH) | Version: December 2026

§ 1 Scope

These terms apply exclusively to businesses within section 14 BGB, legal entities under public law and special funds under public law. Individually negotiated agreements prevail (section 305b BGB). Conflicting terms apply only with PRH's express consent.

§ 2 Formation

Offers are non-binding unless expressly stated otherwise. Contracts are formed by acceptance, including by email or order confirmation, or by mutually agreed performance. The agreed fractions, quantities, specifications, prices, delivery locations and dates govern. Amendments require agreement; text form is recommended for documentation.

§ 3 Prices and payment

Prices are net of any VAT legally due. Payment is due net within the agreed 14 or 30 calendar days; unless otherwise agreed, 14 calendar days from performance and receipt of a proper invoice apply. Discounts require express agreement. Statutory consequences of late payment remain unaffected. For negative-value materials, the paying party, remuneration and services must be specified in the individual contract; VAT treatment depends on the actual supplies.

§ 4 Delivery and transfer of risk

Agreed delivery terms apply under Incoterms® 2020 with the named place. They govern costs and risk, but not title or public-law responsibilities. In the absence of an agreed term, statutory rules apply. Delivery dates must be observed and anticipated delays reported promptly. Partial deliveries are permitted only if agreed or reasonably acceptable.

§ 5 Transport and documentation

Each party ensures suitable vehicles, load securing, permits and complete shipping documents within its area of responsibility. Agreed loading weights and time slots must be observed. Necessary documented additional costs caused by culpable breaches, including waiting time, failed transport and underloading, are recoverable under statutory rules. Subcontractors must be selected carefully; responsibility for agents remains unaffected.

§ 6 Material quality and weight

The agreed specification and intended use govern. Variations typical of recycled materials are permitted only within agreed tolerances or where they do not impair the required quality. Unagreed mixing, hazardous contamination and incorrect declarations are prohibited. Billing is based on the agreed net weight; otherwise the documented weight from a suitable verified scale at destination applies, subject to contrary evidence. Specific recycling yields are owed only if expressly agreed; agreed quality and statutory defect remedies remain unaffected.

§ 7 Title and supplier duties

PRH generally accepts only simple retention of title for the relevant delivery. The supplier warrants agreed quality, lawful origin and freedom from unagreed third-party rights. Subject to statutory requirements, it compensates losses from incorrect declarations and indemnifies PRH against justified third-party claims to the extent it is responsible.

§ 8 Defects and supplier recourse

PRH retains statutory defect remedies and recourse rights, particularly under sections 445a, 445b and 478 BGB. The limitation period for defect claims is 36 months from delivery unless a longer statutory period applies. After an unsuccessful reasonable cure period or where such period is legally unnecessary, PRH may take necessary measures and claim reimbursement in accordance with statutory rights. Statutory rights to withhold performance or reject non-conforming material and to recover necessary return transport, sorting, storage and recovery costs remain unaffected. Double recovery is excluded.

§ 9 Complaints and evidence

Statutory inspection and notification duties (sections 377, 381 HGB), where applicable, remain in force. Notice within five working days (Monday to Friday, excluding public holidays at destination) of delivery or discovery of a latent defect is timely. Complaints should include the load reference, photographs, weight tickets and representative samples where appropriate. Disputed material must be segregated where reasonable; the other party must be given an opportunity to inspect and cure. Urgent legally required measures remain permitted.

§ 10 Waste law and transboundary shipments

The parties comply with applicable rules, including the German KrWG, AVV, NachwV, AbfAEV, EfbV, VerpackG and AbfVerbrG and Regulation (EU) 2024/1157, including transitional provisions and any continuing application of Regulation (EC) 1013/2006. Each party fulfils the duties of its actual statutory role. Waste status, waste codes, Basel codes, recovery operation and authorised facility must be clarified before shipment. Required notifications, consents, financial guarantees and contracts must be in place before dispatch. For Article 18 shipments, required contracts and information including Annex VII must be provided. Statutory take-back, interim storage and alternative recovery obligations remain unaffected; necessary costs between the parties follow statutory responsibility and agreed risk allocation. This also applies to direct deliveries to third parties. Upon reasonable request, each party provides evidence of permits required for participants within its area of responsibility. Statutory shipment and export prohibitions must be observed.

§ 11 DIWASS and records

Where legally required, the parties use DIWASS or a permitted interoperable system and ensure timely registration, access rights, electronic confirmations and cooperation of their appointed participants. Permitted transitional and contingency procedures remain unaffected. PRH may agree on earlier digital processing in individual contracts. Participants retain documents and information under Article 20 of Regulation (EU) 2024/1157 for at least five years from the applicable statutory starting point and make them available to authorised bodies; applicable transitional rules and longer statutory periods remain unaffected. Shipments must not commence if mandatory prerequisites are missing.

§ 12 Tax and customs

The parties provide accurate VAT identification numbers, delivery and transport evidence and required customs information and promptly notify changes. Statutory tax liability remains unaffected. Losses caused by culpably incorrect or missing information are recoverable under statutory rules.

§ 13 Force majeure

Unforeseeable events beyond reasonable control that cannot be avoided despite reasonable measures suspend affected obligations for the duration and extent of the impediment. The affected party promptly informs the other and mitigates consequences. After three months either party may terminate the affected unperformed part following a reasonable grace period; statutory rights remain unaffected. Payments received for permanently unperformed obligations must be refunded. In the event of a permanent statutory shipment or export prohibition, statutory remedies for impossibility of the affected performance apply; alternative recovery requires a separate agreement unless legally required.

§ 14 Confidentiality and non-circumvention

Both parties keep non-public commercial and technical information confidential and use it only to perform the contract. Disclosure is permitted where legally required or necessary to participants bound by confidentiality. For 24 months from the respective demonstrable specific introduction, the counterparty must not deliberately circumvent PRH directly or through third parties by using a contact demonstrably introduced by PRH for the specific introduced transaction or its direct continuation. This applies reciprocally to contacts introduced to PRH by the counterparty. Demonstrably pre-existing or independently established relationships and legally required contacts remain unrestricted. This provision does not establish a general non-compete obligation. Culpable breaches give rise to statutory damages, including proven lost profit. No contractual penalty applies.

§ 15 Liability

PRH has unlimited liability for intent, gross negligence, injury to life, body or health, fraudulent concealment, assumed guarantees and mandatory statutory liability, including under the Product Liability Act. Otherwise, for ordinary negligence PRH is liable only for breach of essential contractual obligations, limited to foreseeable loss typical of the contract. This also benefits its agents.

§ 16 Compliance

The parties comply with applicable anti-corruption, sanctions, export control and dangerous goods rules. Where there are specific indications of a material violation, affected performance may be suspended pending reasonable clarification to the extent necessary and proportionate. Statutory termination and withdrawal rights remain unaffected.

§ 17 Final provisions

German law applies excluding the CISG. For merchants, legal entities under public law and special funds under public law, and other counterparties where a jurisdiction agreement is legally permissible, exclusive jurisdiction lies with the court having jurisdiction over Rellingen, Germany. In case of discrepancies, the German version prevails if both versions have been validly incorporated and no individual agreement provides otherwise. Invalid provisions are replaced by statutory rules (section 306 BGB).