

TRANSPORT- UND VERPACKUNGS-SERVICE GMBH

Terms and conditions for consigning spoked reels (General terms and conditions)

1. Preliminary remarks

As a leasing company, Transport- und Verpackungs-Service GmbH, D-46049 Oberhausen (hereinafter referred to as **TVG**) rents out spoked reels for the production, storage and shipment of winding goods to the producers of plastic tubing or other materials (hereinafter referred to as **producers**) and their customers (hereinafter referred to as **buyers**). The reels used for this purpose remain the property of TVG even after the producers ship the winding goods to the buyers.

2. Conclusion of the contract

a) A rental agreement governed by the following terms is entered into by TVG and the producer upon receipt of empty spoked reels labelled "TVG", "KTG", "RAB" and "Abresch" by the producer or a recipient designated by the producer.

b) A rental agreement governed by the following terms is entered into by TVG and the buyer upon receipt of spoked reels labelled "TVG", "KTG", "RAB" and "Abresch" by the buyer or a recipient designated by the buyer.

3. Reel rental

a) for the producer

Starting on the date of delivery of the ordered reels to the producers of plastic tubing or other materials, they shall be granted a rent-free period of 3 months to wind and ship the reels. Following this period, a monthly rent of EUR 30.00 will be charged for each reel and invoiced to the producer of plastic tubing or other materials.

b) for the buyer

The rental fee for the agreed period (3, 6, 9 or 12 months) after delivery of the reels to the buyer is covered by the producer as part of the agreed winding fee. For reels not returned within the agreed time or for which TVG is not notified of pick-up in writing, the buyer shall pay a monthly rental fee of EUR 55.00 for reel diameters up to 2,800 mm and EUR 110.00 for reel diameters up to 3,700 mm. Partial months will be billed as full months. Spoked reels, which have been reported as available, but have not been released, shall remain in the rent calculation. Rental does not include any transfer of ownership and the reels remain the property of TVG at all times. The value-added tax legally applicable at the time of billing shall be added to the rental fee.

4. Fee for loss or damage beyond repair

In cases of proven or reported loss or damage beyond repair of a spoked reel currently consigned by the producer or of the buyer, the producer or the buyer shall pay the following fees:
EUR 1,100.00 for reel diameters up to 2,800 mm
EUR 1,962.00 for reel diameters up to 3,700 mm
EUR 150.00 per divider for multi-chamber reels

The aforementioned fees explicitly do not include a transfer of title.

5. Assumption of risk and liability

a) of the producer

The producer bears the risk and is liable for any damage incurred to the reels from commencement of the contract until the buyer receives the reels.

b) of the buyer

The buyer bears the risk and is liable for any damage incurred to the reels from commencement of the contract until TVG picks up the reels.

6. Return transport of reels

a) Empty reels are to be returned to TVG after use. The buyer shall notify TVG of this immediately in writing on an ongoing basis to initiate return transport. TVG shall perform collective pick-up of a respective quantity free of charge from a collection point that can be accessed by standard lorry.

b) Additional transport costs of EUR 50.00 per reel shall be charged for individual or construction site pick-up. Costs incurred by non-compliant return transport shall be borne by the buyer.

c) The buyer shall bear any unnecessary transport costs that they incur.

d) Loading expenses at the place of dispatch are to be borne by the buyer.

e) If the buyer has brought the reels outside of Germany, then they must arrange for return transport to the German border or to an agreed collection point at their own expense. The reels will be picked up there free of charge as part of collective transport.

f) Remnant tubing can remain on the reel and is disposed of free of charge.

7. Payments

TVG's invoices are to be paid without deduction within 14 days of receipt. In the case of delay of payment, TVG reserves the right to charge interest on arrears in accordance with the conditions of the credit market.

8. Warranty and liability

a) Irrespective of the legal basis, TVG's liability shall be limited to the respective indemnification covered by its liability insurance, which has been taken out to cover property damage and personal injury to a usual extent with suitable insurance sums.

b) Further liability for whatever legal reason is expressly excluded.

9. The place of jurisdiction and other stipulations

a) Porta Westfalica shall be the place of jurisdiction for any disputes resulting from this contract.

b) TVG is also entitled to file suit at the place of jurisdiction of the respective producer or buyer.

c) Amendments and supplements to this contract or this clause must be made in writing.

10. Severability

The validity of any other terms or conditions of the producers or buyers are expressly excluded. Should one or more provisions in these general terms and conditions be invalid or should this be the case in the future, this shall have no effect on the validity of the remaining provisions.

(Valid as of July 2017)