

ADDITIONAL CONDITIONS

Terms and Conditions of Commission Processing resp. Purchasing of Regrind, Edge Trims, Lead Frames and Waste Material of Thermoforming Parts

1. General Information

These terms and conditions complement the Terms and Conditions of Sale and Delivery of KVS (supplier) towards third parties (customers). The Terms and Conditions of Sale and Delivery also apply in cases of commission processing. If the following conditions contain deviating regulations, they shall take precedence over the General Terms and Conditions of Sale and Delivery. If the Terms and Conditions for Commission Processing contain no deviating regulations, the General Terms and Conditions of Sale and Delivery remain in force, without any further notice being required.

2. Definitions

2.1 Commission Processing

Commission processing is given when customer-owned material is processed by KVS to plastic sheets or plastic films without previous purchase. Infeeds of colours etc. by KVS are irrelevant in this context.

2.2 Purchase of Regrind, Edge Trims, Lead Frames and Waste Material of Thermoforming Parts

A purchase is given when the material was commercially acquired before processing by KVS.

2.3 Reworking Material

Reworking material is both the in the scope of commission processing provided material and purchased material. In each case, the material must be pure polystyrene or ABS.

3. Delivery

Both the date of delivery and the point of delivery always have to be coordinated with KVS.

Any dispatch shall be at the expense and risk of the customer, unless otherwise agreed.

4. Material Properties

The customer agrees to provide only homogeneous and clean material of only one material composition. In particular, the reworking material must not contain any foreign materials (e.g. PVC) or foreign objects (e.g. metals, stones, adhesive strips, wood, paper, cigarette butts etc.).

5. Testing of the Reworking Material, Warranty

5.1 A thorough examination of the material is not possible due to technical and economic reasons. The regulations regarding the obligation to examine and to give notice of defects arising from § 377 HGB (German Commercial Code) as well as arising from the BGB (German Civil Code) do not apply. The commitment to process the material by us is non-binding.

5.2 The delivery of heterogeneous and dirty material may lead to damages of the shredding machines and extrusion lines, in particular of the plasticisation units, design tools and rolls of the polishing stack. In event of damage, it will be assumed analogue § 476 BGB (German Civil Code), that the processed material caused this damage and that it was delivered in a dirty or heterogeneous condition. The customer is obligated to compensate the damages regarding the machinery and equipment as well as any possible production downtime costs.

5.3 Material impurities and inhomogeneous material influence the surface quality, the colour, and the mechanical and deep-drawing properties. Corresponding adverse effects are beyond the area of responsibility of KVS because KVS has no influence on the quality of the provided reworking material.

5.4 If it turns out at the start or during the production that production problems arise due to the condition of the reworking material, the production will be stopped and the material will be returned at the customer's expense. The costs for the attempted reworking must be paid by the customer. KVS will be exempt from all commitments regarding production, delivery and deadlines which were made based on this particular reworking material.

6. Loss of Material

Experience has shown that the processing of the material can lead to losses of up to 10%. The basis of calculation is the effectively determined net weight of the received reworking material.

7. Instructions

The basis of commission processing as well as of the purchase of materials is the consideration of the following instructions to which the customers is explicitly obliged by concluding the contract or by delivering the reworking material:

- The customer ensures that the material is suitable for the ordered product.
- Right after the processing, the customer is supposed to pack the material which is intended for reworking in suitable containers (closed octabins, boxes, or wire mesh crates with inserted foil bags) and stores it in closed spaces. This way, contaminations and moisture absorption are avoided. Regrinded material requires less storage space and causes lower transport costs.

8. Miscellaneous

8.1 The delivery of the reworked sheets and films will be free domicile, including packaging.

8.2 The interim storage of the reworked material and the resulting products at KVS is at the expense and risk of the customer. Therefore, the customer is obligated to provide adequate insurance cover by reporting the stock at KVS as part of the external insurance to the insurance company.

KVS GmbH, Schüttorf

Please notice the instructions regarding the reworking of your material. This way, you create the conditions for the productions of high-quality recycling products and avoid claims for compensation.