

# Special conditions for the delivery of goods with the reusable racks



These terms and conditions shall apply in addition to and take precedence over the provisions of our general terms and conditions if we deliver the goods to the customer using reusable racks.

## Section 1 Basic principles

(1) The vendor is able to deliver the goods on commercially available reusable racks (hereinafter referred to as “reusable racks”) to the purchaser. The reusable racks remain the property of the seller and must be returned to the seller immediately and undamaged.

(2) The management of the reusable racks is the sole responsibility of Gestellpool Europe GmbH & Co. KG, Vahrenwalder Str. 236, 30179 Hannover (Hannover District Court HRA 201200), referred to in the following as “Gestellpool”.

(3) The use of the reusable racks is free of charge for a duration of 49 calendar days starting from delivery. **After the expiry of this period, the customer is subject to a weekly contractual penalty according to the following agreements.**

## Section 2 Notification of availability and collection

(1) The customer is obliged to make the reusable racks available again promptly. The customer is required to provide notification of the availability of the reusable racks to the company named in Section 1 (2). The vendor will either collect the racks itself or an authorised third party will do so on its behalf.

(2) The notification of availability is to be provided via the web interface of Gestellpool at [www.gestellpool.com](http://www.gestellpool.com), or by telephone on phone number +49/511/65511444, by fax on +49/511/65511499, by email on [freimelden@gestellpool.com](mailto:freimelden@gestellpool.com), and by smart-phone app.

(3) Until its collection, the customer is obliged to protect the reusable racks against damage and loss. This obligation lapses if the reusable racks are not collected within 21 days following the notification of availability according to Section 2 (2), even though the reusable racks are in fact free and can be collected.

(4) If a rack has been incorrectly notified as available for collection (not available again, not transport secure, not accessible, or not at the stated address), the period of use starting from the date of delivery continues to run. Gestellpool is able to charge for logistics costs for its wasted expenses.

(5) In the case of notifications of availability at a location other than original place of delivery, the company named under Section 1 (2) has the right to charge for logistics costs according to expenses (refer to the above paragraph / point 4).

## Section 3 Default

(1) The customer shall be in default of its obligation to make the reusable racks available again and to provide notification of its availability if s/he fails to make the racks available again and provide notification of its availability within 49 calendar days after receipt, without the customer requiring a reminder.

(2) The default shall end with the notification of availability insofar as the reusable racks are in fact available upon the notification of availability and can be collected.

## Section 4 Contractual penalty in the case of delayed notification of availability and compensation for damages

(1) If the customer is in default of making the reusable racks available again and the notification of its availability, s/he shall trigger a contractual penalty according to Section 338 et seq., German Civil Code (BGB). For each week of default, the customer shall trigger a contractual penalty to the sum of EUR

20.00 net per reusable rack. The contractual penalty is limited to the amounts stated in Section 5. The reusable rack remains the property of the seller in all cases.

(2) If the customer loses a reusable rack, he shall trigger a contractual penalty to the maximum amount, see Section 5, for non-performance (Sections 339, 340, German Civil Code [BGB]). The assertion of a higher degree of damage remains reserved (Section 340 (2), sentence 2, German Civil Code [BGB]).

(3) If a customer damages a reusable rack, he shall trigger a sum to the amount of EUR 50.00 as compensation (Section 339, German Civil Code [BGB]). The total loss of a reusable rack remains the property of the seller in all cases. is calculated according to the maximum amount pursuant to Section 5. A case of total loss shall exist if there is a risk that the glass which is to be transported can no longer be transported without defects because of damage to the glass transport rack. The parties are at liberty to prove that the degree of damage is either lower or higher.

## Section 5 Agreed value of the racks

The parties agree upon the net refundable value for each reusable rack as follows:

- Rack “A-small”, “L-small”, “Trolley” and “Other rack” = EUR 450.00
- Rack “A-medium” and “L-medium” = EUR 550.00
- Rack “A-large” and “L-large” = EUR 650.00
- Rack “A-extra-large” and “L-extra-large” = EUR 750.00

## Section 6 Collection of contractual penalty and logistics costs

The vendor hereby notifies the customer that all receivables arising from contractual penalties and logistics costs have already been assigned to Gestellpool, which has accepted this assignment. Gestellpool shall be entitled to assert its claims for contractual penalties and logistics costs from the customer both out of court and in court in its own name and on its own behalf. Gestellpool, and not the vendor, is the owner of the receivables that arise from contractual penalties and logistics costs in terms of points 2, 4 and 5.

## Section 7 Data protection declaration

The vendor shall give the name, the address and the other contact details of the customer to Gestellpool. Gestellpool is authorised to store and process this data. The data may only be collected, stored, processed and forwarded for the purposes of the implementation of this contract, for the purposes of managing the racks and for asserting the contractual penalties. Any other use of the data, in particular for advertising purposes, is not permitted. We explicitly state that the transfer of data in the internet (in the case of communication by email, for instance) may involve a security risk. It is not possible to guarantee that such data is protected from being accessed by third parties.

## Section 8 Miscellaneous

Should individual clauses of these Special Terms and Conditions be or become invalid or incomplete in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. Changes, deviations or additions to these special terms and conditions must be made in writing in order to be effective.