



**GTC (general terms and conditions) –
Circular-Print**

State: 19. November 2022

www.circular-print.eu

Content

1. Scope	2
2. Contract partners	2
3. Contract conclusion.....	2
4. Duties of the „client“	3
5. Warranty and complaints.....	3
6. Liability	4
7. Choice of law, contract language and communication	4



General terms and conditions – Circular-Print

1. Scope

1.1. The Circular-Print – platform, to be reached under URL www.circular-print.eu, is a platform for the circular economy of printed plastics waste from preferably products of printing companies.

1.2. By conclusion of a contract both registered printing or their final customers (following named as “client”) and registered recycling partners (following named as “recycler”) accept these general terms valid at the contracting time. Any specific or even contradictory business terms of clients are not accepted. Any actions done by our or the recycler’s side interpreted as possible fulfillment of a contract are not valid as approval to any deviating general terms of clients.

2. Contract partners

2.1. Based on these GTCs the “recycler” (eventually and in selected cases the “recycler” is represented by M2 Consulting GmbH) is closing contracts with natural and juridical persons as well as public law organisations like schools, offices, authorities and comparable others.

2.2. For sending an online pick-up order or a delivery request via the Circular-Print website there is a registration mandatory. The registration data of “clients” have to be truthful, correct and complete.

2.3. Pick-up of goods will be done by recyclers from Austria or any European country. Registered partners can even order pick-ups from third party addresses.

2.4. In case of inadvertently acceptance of pick-up orders from any non-accepted client (i.e. not complying with requirements in section 1 or 2) the “recycler” can withdraw his acceptance within an appropriate time frame.

3. Contract conclusion

3.1. By sending an online pick-up order (i.e. by choosing a product, filling out all requested data and confirming the order by the “client” with the help of the offered online forms) the “client” is accepting optionally pre-calculated and referred pick-up prices. Whenever there is no pick-up price calculated, the “client” accepts the further processing of his order and accepts further, that in worst case there will be no price paid by the “recycler”. A final pricing can be introduced only after weighing and receipt of the final and real freight costs for the „recycler“ (see 3.2.). After confirmation of the “recycler” to accept the pick-up order the contract is closed. This is confirmed then by email sent to the “client”. After that a registered logistics partner will get an order for organising the pick-up. Normally there is a phone aviso for the “client” before the goods are picked-up.



3.2. The final pricing is offered after weighing the goods at the “recycler” and after confirmation of the real freight costs from the logistics partner are given. An automatic email message is sent then to the “client” and as a consequence he is able to create an invoice to the “recycler”. This can be done by postal or email mailing, but also by uploading and transferring via the Circular-Print - platform.

4. Duties of the “client”

4.1. The “client” is obliged to care for an adequate, transport-save and weather resistant packaging and labelling of the goods (according requirements profile on the Circular-Print homepage) with page 2 of the online generated delivery note inclusively the Circular-Print logo and order number.

4.2. The goods must be free of any impurities. This refers specially to foreign polymers, so any polymers different from those referred in the pick-up order. But also any other impurities like metals, wood or glass residues. Also cable ties out of foreign polymers (i.e. our ot polyamide) are not accepted.

4.3. Within single logistical units and packagings (bigbags, mesh-wire boxes, stapled sheets on pallets, ...) it is allowed to collect waste materials of one substance group (one type of polymer). In case or pick-ups of different polymer types and different order numbers with one truck only there must be a clear sorting according the order labels. In general any loadings on a truck have to be done for one order number only.

5. Warranty and complaints

5.1. Complaints have to be done immediately after arrival of goods and in written form. As there are longer warehousing times at “recyclers” any complaint is allowed until final processing of the goods (milling resp. regranulating), but maximally 60 days after arrival of the goods. Without any complaint the goods are considered as accepted.

5.2. The warranty of a “client” is according the legal requirements. The warranty period is 12 months after arrival of the goods.

5.3. The “recycler” reserves the right to compensate any complaint by improvement, exchange – even more times –, by price decrease or by sending back the goods on behalf of the “client”.

5.4. In case of doubt the complaint needs to be verified by doing analyses at accredited institutes at the expense of the “client”. The result of such an analysis is binding for each party. Whenever goods are not according informations in the pick-up order the “recycler” has the right to send them back to the “client” on the “client’s” expense or to order the disposal of goods from a legally therefore entitled company on the “client’s” expense.



6. Liability

6.1. The “client” is liable for any consequences and damages at the “recycler” or at any third party partners whenever wrong or insufficient labelling is done (page 2 of delivery note on each pallet unit) or any non-declared waste materials and goods are included.

7. Choice of law, contract language and communication

7.1. Austrian law applies exclusively to the legal relationships between the “recycler” and “client” as well as to the respective general terms and conditions.

7.2. The accepted contract, order and business language is German only.

7.3. Court location is Wels, Upper Austria.