



General Terms and Conditions

A. GENERAL PROVISIONS

I. Scope of Application

1. Services and deliveries provided by WBG Pooling to its customers (hereinafter referred to as “Customer”) shall be governed exclusively by these General Terms and Conditions (GTC), unless separate contractual agreements have been made in writing or in text form. Deviating, conflicting, or supplementary terms and conditions of the Customer shall only apply if they have been expressly accepted by WBG Pooling, for example in writing or in text form.
2. If there is an ongoing business relationship between the parties and the Customer has already received the GTC in connection with a previously confirmed order from WBG Pooling, they shall also apply to future transactions without the need for explicit reference.
3. All orders shall only become binding upon notification of an ‘Avisierung’ (dispatch advice) by WBG Pooling. The dispatch advice is issued by email and via the ‘myWBG Pooling’ portal. The content of this dispatch advice shall also be decisive for the obligations of the contracting parties.
4. Quotations issued by WBG Pooling are generally non-binding unless expressly designated as binding.
5. Oral statements made by employees, agents, or other representatives without proper authority shall only become binding once confirmed in writing.
6. Should individual provisions prove or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to agree on a regulation that comes as close as possible to the intended purpose.
7. For the sake of consistency, the term “Reusable Transport Packaging (RTP)” shall be used uniformly in these GTC. Both designations are deemed equivalent for the purposes of these provisions.

II. Prices

1. All prices are exclusive of the statutory value-added tax applicable on the date of delivery.
2. A material change in relevant cost factors within four (4) weeks after the date of the Order Confirmation – amounting to at least five percent (5%) in the case of pooling contracts or at least three percent (3%) in the case of purchase contracts – entitles WBG Pooling to make a reasonable adjustment to the agreed price. In such case, the Customer shall have the right to withdraw from the contract. Such a withdrawal must be declared to WBG Pooling in writing or in text form within one (1) week after notification of the price adjustment.
3. Price agreements apply only to the delivery or service agreed in each individual case and shall not have binding effect for future orders.



III. Terms of Payment

1. All invoices shall be payable without any deduction within fourteen (14) days from the invoice date.
2. Checks shall be accepted for collection only; any related charges and costs shall be borne by the Customer. The Customer shall not be entitled to assert any rights of set-off or retention unless such claims are undisputed or have been finally adjudicated. In the event of undisputed defects, the Customer shall only be entitled to exercise a right of retention to the extent that the amount withheld is reasonably proportionate to the defects and the anticipated costs of subsequent performance (in particular, remedy of defects).
3. If and to the extent the invoiced amount is not paid when due (see Clause III.1 above), default interest shall accrue at a rate of nine (9) percentage points above the applicable base rate, unless WBG Pooling proves higher damages caused by default. The Customer shall remain entitled to prove lesser damages.
4. If payment terms are persistently disregarded or not complied with, or if facts become known that give rise to serious doubts about the Customer's creditworthiness, all outstanding claims shall become immediately due and payable. In addition, WBG Pooling shall be entitled to make outstanding deliveries and services contingent upon advance payment or the provision of appropriate security. Furthermore, WBG Pooling shall be entitled, after expiry of a reasonable grace period set by WBG Pooling for payment of outstanding invoice amounts, to withdraw from the contract. Should any RTP still be in the possession of the Customer which had been made available to it by WBG Pooling for a fee, the Customer shall be obliged to return such RTP immediately in accordance with Clause VI.2 (open RTP) or VII.2 (closed RTP).
5. Each customer relationship is credit-insured by WBG Pooling. If and to the extent the Customer's credit limit under the credit insurance is exceeded, WBG Pooling shall without undue delay inform the Customer of the relevant notification received from the credit insurer. In such case, WBG Pooling shall be entitled to demand that the Customer provide, as security, an unconditional bank guarantee in the amount of the uncovered portion. If such bank guarantee is not received by WBG Pooling within five (5) further banking days, WBG Pooling shall be entitled to terminate the business relationship without notice within a further two (2) weeks.

IV. Ordering Process

1. Orders may be placed exclusively via the online portal "myWBG Pooling". Orders must be submitted at least five (5) business days prior to the desired delivery date.
2. Orders placed within a shorter period may only be considered by WBG Pooling subject to available capacity. In such cases, the Customer shall not be entitled to performance or to damages if delivery cannot be made or is delayed.
3. The Customer shall be responsible for the completeness and accuracy of the information provided in the ordering process. Any amendments or cancellations of orders shall require the prior consent of WBG Pooling in writing or in text form.
4. WBG Pooling reserves the right to reject orders, in particular if compliance with the agreed delivery deadlines cannot be ensured due to the short notice of the order.



V. Delivery Period

1. Compliance with binding delivery deadlines by WBG Pooling presupposes that all commercial and technical matters relevant to the performance of the order have been clarified between the contracting parties, and in particular that the Customer has duly fulfilled all obligations incumbent upon it, such as obtaining the necessary official permits and approvals, timely notification and logistical accessibility of the delivery or collection location, provision of materials, personnel or other resources, or payment of any agreed advance. To ensure proper execution of loading and unloading, the presence of the driver must be guaranteed. If this is not the case, WBG Pooling reserves the right to intervene in resolving discrepancies or deviations. Should discrepancies in quantity arise after unloading compared to loading and the Customer fails to provide clarification or cooperation, WBG Pooling reserves the right to treat its own determined figures and values as decisive. All costs and delays resulting from the Customer's failure to cooperate shall be charged to the Customer. The Customer acknowledges that, in the event of discrepancies, such figures shall be deemed binding unless otherwise agreed. WBG Pooling shall be entitled to withdraw from the contract if, despite having concluded a corresponding covering transaction, it does not receive the goods to be delivered itself; WBG Pooling's liability for intent and gross negligence shall remain unaffected in accordance with Clause IV.4 of these GTC. In such case, WBG Pooling shall inform the Customer without undue delay of the unavailability of the goods. Should the Customer wish to withdraw in this case, the right of withdrawal must be exercised in writing or in text form without undue delay, but no later than one (1) week after notification of unavailability by WBG Pooling. In the event of withdrawal, WBG Pooling shall without undue delay reimburse the Customer for the corresponding consideration received.
2. If changes occur after dispatch of the original Order Confirmation, only the delivery or performance date stated in the most recently issued Order Confirmation shall apply.
3. A delivery period shall be deemed complied with upon notification of readiness for dispatch, provided that dispatch is delayed or rendered impossible without fault of WBG Pooling.
4. If loading or unloading waiting times exceed two (2) hours, WBG Pooling shall be entitled to charge demurrage. Two (2) hours, including loading and unloading, shall be free of charge. Each additional hour commenced shall be charged at EUR 60.00. Deviations from this arrangement require the written consent of both contracting parties.
5. Any production downtime and damages must be reported without undue delay, but no later than 24 hours after discovery, and only in writing to service@wbg-pooling.eu. In order to permit an examination of possible cost coverage, the report must contain at least the following: a detailed description of the cause of the downtime; the time period of the interruption; the affected production processes and machines; the impact on delivery capacity; the quantities concerned; a detailed cost statement; and supporting documentation such as production logs, expert opinions or internal reports. If any of this information is missing or incomplete, WBG Pooling reserves the right to refuse coverage of the reported costs. Liability for production downtime is excluded for orders placed outside the regular ordering times.
6. If a binding delivery deadline is culpably exceeded by WBG Pooling, but neither intentionally nor through gross negligence, and the Customer thereby suffers damage, the Customer shall, after expiry of a reasonable grace period and to the exclusion of further claims, be entitled to claim liquidated damages for delay. Such damages shall amount



to zero point five (0.5%) of the net value of that part of the delivery which, as a result of the delay, cannot be used on time or in accordance with the contract, for each completed week of delay, but not exceeding one percent (1%) of the annual turnover under the respective contractual relationship. The annual turnover shall equal the total usage fees owed for the relevant period; in the case of sales, the purchase price of the RTP sold within one year, and in the case of usage transfers, the usage fee payable for the relevant type and quantity of RTP within one year.

7. The Customer may withdraw from the contract under statutory provisions only if WBG Pooling is responsible for the breach of duty. In the event of a breach of duty, the Customer shall, within a reasonable period after being requested by WBG Pooling, declare whether it intends to withdraw from the contract or insist on performance. In the case of defects, the statutory provisions on withdrawal shall apply. Withdrawal by the Customer shall be excluded if the Customer itself is in default of acceptance.
8. If the failure to meet deadlines or delivery times is due to force majeure (e.g. mobilization, war, insurrection, natural disasters, pandemics, governmental orders, strikes, or other unforeseeable and unavoidable events beyond the control of WBG Pooling), the deadlines shall be extended by the duration of such event or its effects. In such cases, WBG Pooling shall also be entitled to withdraw from the contract in whole or in part with respect to the unfulfilled portion, even if the above circumstances occur at a subcontractor or during an existing delay. WBG Pooling shall be liable for delay in delivery only in cases of intent or gross negligence by itself, its legal representatives, or vicarious agents, or in the event of culpably caused injury to life, body, or health, in accordance with statutory provisions. In other cases of delay, WBG Pooling's liability for damages in addition to performance shall be limited to zero point five percent (0.5%) of the net value of that part of the delivery or service which, as a result of the delay, cannot be used on time or in accordance with the contract, per week, up to a total of two percent (2%). Liability for damages in lieu of performance (including reimbursement of futile expenses) shall be limited to two percent (2%) of the net value of the delivery as defined in the last sentence of Clause V.4 above. Further claims by the Customer shall be excluded even after expiry of a period set by WBG Pooling for performance. This limitation shall not apply in the event of culpable breach of essential contractual obligations but shall be limited to foreseeable and typical damages, unless another case pursuant to sentence 1 of this Clause (V.8) applies. The Customer's right to withdraw from the contract under Clause IV.1 of these GTC remains unaffected. The foregoing provisions shall not entail any reversal of the burden of proof to the detriment of the Customer.
9. If WBG Pooling is unable to perform a delivery for reasons within its control, the Customer shall be informed without undue delay. WBG Pooling shall be liable for damages incurred in accordance with Clause V.6 and V.8. In this case, the Customer shall be entitled to withdraw from the contract after setting a reasonable grace period, if WBG Pooling also fails to deliver within such period. Any further claims for damages by the Customer, in particular beyond the maximum limits set out in these GTC, shall be excluded unless WBG Pooling acts with intent or gross negligence.
10. In the event of production downtime caused by WBG Pooling's own fault and where invoices are submitted for examination of possible cost coverage, such invoices must contain at least the following information:
 - detailed description of the cause of the downtime;
 - documented period of downtime;
 - specification of the production processes affected;

- identification of the machines affected;
- detailed documentation of the impact on delivery capability;
- quantitative statement of the affected volumes;
- detailed breakdown of costs caused by the downtime;
- supporting evidence or documentation (e.g. production logs, expert reports, or internal reports).

Such information is required to enable examination of potential cost coverage. If any of the above information is missing or incomplete, WBG Pooling reserves the right to reject coverage of such costs.

11. In the event of downtime outside WBG Pooling's control (e.g. force majeure, strikes, natural disasters, official orders, unforeseen production outages, or supply chain disruptions), the delivery period shall be extended accordingly. WBG Pooling shall promptly inform the Customer in such case. The Customer shall also be entitled to withdraw from the contract after setting a reasonable grace period if delivery does not take place within such period. WBG Pooling shall only be liable for damages in such cases in the event of intent or gross negligence.

VI. Provisions for the Use of Self-Organized Carriers

1. If the Customer arranges transport independently, whether by self-collection or by commissioning a carrier, the Customer shall notify WBG Pooling thereof in writing in due time. WBG Pooling reserves the right to charge logistics costs if collection does not take place within the agreed time or if additional expenses are incurred.
2. If the goods are transported by self-collection through the Customer or a carrier engaged by the Customer, the Customer shall ensure that the collection date is coordinated with WBG Pooling. Self-collection must take place within the collection times specified by WBG Pooling. Delays resulting from failure to comply with collection times shall be borne by the Customer. The Customer shall also ensure that all documents required for transport, such as delivery notes or consignment notes, are provided within seven (7) days. Communication and provision of such documents shall preferably be carried out via the "myWBG Pooling" customer portal. WBG Pooling shall not be liable for damages or delays caused by the carrier organized by the Customer.
3. Upon handover of the goods to the carrier commissioned by the Customer, or upon collection by the Customer, the risk of loss of or damage to the goods shall pass to the Customer. WBG Pooling shall be liable only for intent and gross negligence until the point of handover.

VII. Use of the Customer Portal "myWBG Pooling"

1. To facilitate cooperation and communication, WBG Pooling shall provide the Customer with access to the customer portal "myWBG Pooling." The portal shall be used, among other things, for the provision of RTP account statements, balance confirmations, document exchange, return notifications, and other relevant information in connection with the use of RTP and empties.



2. The Customer undertakes to process all relevant account information, invoices, RTP account statements, complaints, and other communication exclusively via the customer portal. Use of the customer portal serves the purpose of transparent, efficient, and verifiable documentation of all business transactions and constitutes the primary means of communication between the parties.
3. The Customer's obligations to review, confirm, and, where applicable, contest account statements, balances, or other accounting documents – in particular pursuant to Clause VII of these GTC – shall be fulfilled exclusively via the customer portal or, in exceptional cases, in writing (e.g. email with qualified electronic signature).
4. Any notifications and documents made available in the customer portal shall be deemed delivered to the Customer at the time of such availability, unless the Customer proves otherwise.
5. The Customer shall ensure that access to the portal is established, used regularly, and maintained. Upon conclusion of the contract, the Customer shall receive the required access data. The Customer shall keep such access data confidential and protect it from unauthorized access.
6. If the Customer does not have access to the customer portal, refuses to use it, or is temporarily unable to use it for technical or operational reasons, the Customer shall inform WBG Pooling without undue delay. In such exceptional cases, an alternative method of communication may be agreed in individual cases.
7. WBG Pooling shall be entitled to require the Customer to use the customer portal. In the event of continued refusal, WBG Pooling may suspend contractual performance until such obligation is fulfilled or may terminate the contractual relationship for cause.
8. WBG Pooling reserves the right to further develop the customer portal in line with technical progress and to improve functionality and security, provided that such developments do not result in unreasonable restrictions on its use by the Customer.

VIII. Review and Confirmation of Balances

1. The Customer shall receive from WBG Pooling, on a monthly basis, statements of the accounts maintained by WBG Pooling for empties, pooling, or other relevant accounts ("account statements"). The Customer shall review such account statements without undue delay, but no later than within five (5) business days after receipt, for accuracy and completeness.
2. The review of account statements shall in particular include verification of the balances, transactions, and other information shown therein.
3. The Customer shall confirm the accuracy of the account statements within the aforementioned period. Such confirmation is mandatory in order to ensure proper account management and reconciliation. Confirmation must be made either in writing (e.g. signed printout, email) or digitally via the "myWBG Pooling" customer portal. Confirmation shall only be valid if expressly declared. Silence or failure to confirm shall not be deemed acknowledgment of the account statements.

4. If the Customer does not provide confirmation within the prescribed period, WBG Pooling reserves the right to remind the Customer in writing to review and confirm the account statements. Even in such case, any objections raised by the Customer against the stated balances shall remain unaffected and must be substantiated separately.
5. If the Customer raises objections against the account statements, such objections shall be notified in writing or digitally in as much detail as possible, ideally accompanied by supporting documentation (e.g. receipts, photographs).
6. WBG Pooling undertakes to review any objections without undue delay and shall inform the Customer of the result in writing. If objections are found to be unfounded, the originally stated balance shall remain in effect.
7. If no confirmation is provided and no objections are raised, the correctness of the account statements shall be deemed undisputed, without this constituting an automatic acknowledgment by the Customer. The obligation to confirm remains unaffected.
8. The parties undertake to resolve any discrepancies in good faith and mutual cooperation.
9. Amendments or additions to account statements shall require written confirmation by both parties.
10. The obligation to review and confirm account statements shall also apply to digital account statements and documents made available via the "myWBG Pooling" customer portal.

B. PROVISION OF RTP FOR USE (POOLING)

IX. General Provisions

1. Information on the characteristics of RTP as well as references to technical standards in catalogues, brochures, advertisements, illustrations, and price lists serve solely for description and shall not constitute a warranty or guarantee of quality unless expressly referred to in the order confirmation or in the contract. Deviations in colour shall in no event constitute a defect. No warranty is given regarding hygienic safety or the defect-free condition of the products.
2. WBG Pooling shall not be obliged, under the contractual relationship with the Customer, to provide advice as to whether the RTP purchased or made available for use by the Customer is suitable or appropriate for the intended purpose, unless expressly agreed between the parties. In case of doubt, the decisive reference shall be the order confirmation sent to the Customer, Clause A.I.3 sentence 2.
3. The Customer shall notify WBG Pooling in writing or by email of any obvious defects in the RTP provided to it without undue delay, and in any event no later than within twenty-four (24) hours after receipt of the RTP; timely dispatch of the notification shall be sufficient for compliance with this deadline. Defects shall be described in as much detail as possible and, where feasible, photographs of the defects shall be attached. In the case of hidden defects which could not have been discovered at the time of delivery even if the Customer had properly fulfilled its duties, notification must be given without undue delay, and in any event within twenty-four (24) hours of discovery.
4. RTP shall be made available to the Customer solely for their intended use. The Customer shall not acquire ownership of the RTP made available by WBG Pooling.



5. "Open RTP" within the meaning of these GTC refers to RTP in which the Customer may also acquire ownership. Ownership may be acquired either by purchasing RTP that has already been made available for use (purchase from stock) or by purchasing RTP that had not previously been made available to the Customer for use by WBG Pooling (trading goods).
6. "Closed RTP" within the meaning of these GTC refers to RTP in which ownership acquisition by the Customer is excluded. Such RTP are marked by coding or labelling (e.g. "Property of...") as the inalienable property of WBG Pooling.

X. Provision of Open RTP

1. In the event of the sale of RTP previously made available for use, WBG Pooling shall – in accordance with Clause V.1 – be entitled to charge the agreed usage fee as compensation until ownership of the RTP has been transferred, even after the end of the usage period.
2. Upon termination of the provision for use, the Customer shall be obliged to return to WBG Pooling the same number of corresponding RTP in good condition and of equivalent quality for each delivery of RTP received, or to return them carriage paid. Upon termination of the provision for use, the Customer shall return to WBG Pooling the RTP made available to it, or corresponding RTP of at least average type and quality.
3. If the Customer breaches the obligations set out in Clause X.2, it shall, after expiry of a grace period for return, pay liquidated damages as follows:
4. Upon assertion of the claim for damages, the Customer's right to return the RTP made available to it to WBG Pooling shall lapse.

1. E1-Crate red	4,80 €
2. E2-Crate red	5,80 €
3. E3-Crate red	9,50 €
4. E1-Performance-Crate	6,25 €
5. E2-Performance-Crate	7,20 €
6. E3-Performance-Crate	14,00 €
7. Euro-H1-Hygienic-Pallet light grey	51,00 €
8. Euro-H1-Hygienic-Pallet light grey without central locking	51,00 €
9. Euro-H3-Hygienic-Pallet light grey	85,00 €
10. Eurohook steel	8,00 €
11. BigBox lid 800	35,00 €



5. The Parties expressly reserve the right to prove that the actual damage incurred is lower or higher than the lump-sum amounts set out in Clause X.3.
6. Unless inconsistent with the provisions of these GTC or with any individual agreements made with the Customer, the provisions of Sections 607 to 609 of the German Civil Code (BGB) shall apply to the provision of open RTP for use.

XI. Provision of Closed RTP

1. Unless expressly agreed otherwise, the fee agreed for the provision of closed RTP shall cover the provision for use and the logistics services of WBG Pooling for a period of thirty (30) days from the handover of the RTP to the Customer. If this period is exceeded, the Customer is required to pay remuneration for use in accordance with the then applicable conditions of WBG Pooling.
2. Upon expiry of the period of use, the Customer is required to return the RTP made available to it in proper condition or to return them carriage paid.
3. If the Customer breaches the obligations set out in Clause XI.2, it shall, after expiry of a grace period for return, pay liquidated damages as follows:

1. WBG-Pooling-Foldable-Crate 6412 light blue	5,50 €
2. WBG-Pooling-Foldable-Crate 6418 light blue	6,20 €
3. WBG-Pooling-Foldable-Crate 6423 light blue	8,60 €
4. WBG-Pooling-Foldable-Crate 6422 black	8,50 €
5. WBG-Pooling-Foldable-Crate 6418 black	8,00 €
6. WBG-Pooling-Foldable-Crate 6415 black	7,40 €
7. WBG-Pooling-Foldable-Crate 6411 black	6,90 €
8. WBG-Pooling-Foldable-Crate 4315 black	5,00 €
9. WBG-Pooling-Foldable-Crate 6418 yellow	8,40 €
10. WBG-Pooling-Foldable-Crate 6418 violet	8,30 €
11. WBG-Pooling-Foldable-Crate 6422 blue	9,00 €
12. WBG-Pooling-BigBox 1000 red	187,00 €
13. WBG-Pooling-BigBox 1000 grey	187,00 €
14. WBG-Pooling-BigBox 1000 green	187,00 €
15. WBG-Pooling-BigBox 1000 perforated green	187,00 €



16. WBG-Pooling-BigBox 1000 light blue	187,00 €
17. WBG-Pooling-BigBox 1000 drain 605L light blue	192,50 €
18. WBG-Pooling-BigBox 1000 foldable grey-white	225,50 €
19. WBG-Pooling-BigBox 1000 foldable blue	225,50 €
20. WBG-Pooling-BigBox 1120 blue	325,00 €
21. WBG-Pooling-BigBox 800 light blue	215,00 €
22. WBG-Pooling-BigBox 800 blue DM	215,00 €
23. WBG-Pooling-Combo-BigBox 1155 grey	594,00 €
24. WBG-Pooling-Liquid-BigBox 1000 grey	515,00 €
25. WBG-Pooling-L1-Logistic Pallet light blue	100,00 €
26. WBG-Pooling-L3-Logistic Pallet light blue	110,00 €
27. WBG-Pooling-BigBox lid red	40,00 €
28. WBG-Pooling-SleevePack 800 grey	210,00 €
29. WBG-Pooling-LayerPad 800 H blue	7,50 €

4. For the WBG-Pooling-Liquid-BigBox 1000 grey, the following shall additionally apply:

In the event of damage, loss, or irreparable impairment of functionality of individual components of the WBG-Pooling-Liquid-BigBox 1000 grey, the Customer is required to provide compensation in the form of liquidated damages. Such damages shall be determined by the specific component damaged, lost, or no longer usable for its intended purpose, as follows:

- Side wall – EUR 80.00
- Rear wall – EUR 80.00
- Front wall – EUR 90.00
- Front wall flap – EUR 60.00
- Lid – EUR 50.00
- Outer Skid – EUR 40.00

The Customer is required to return the BigBox even in the event of partial damage, including the damaged or defective parts, within the applicable deadline. The claim for compensation for the damaged parts shall be asserted together with the return of the BigBox.

The obligation to return the BigBox remains unaffected and shall apply regardless of any claims for damages relating to individual parts.

1. The obligation to return the BigBox remains unaffected and shall apply regardless of any claims for damages relating to individual parts.
2. Upon assertion of the claim for damages, the Customer's right to return the RTP made available to it to WBG Pooling shall lapse.
3. The Parties expressly reserve the right to prove that the actual damage incurred is lower or higher than the lump-sum damages set out above.
4. Unless inconsistent with the provisions of these GTC or with any individual agreements made with the Customer, the provisions of Sections 535 et seq. of the German Civil Code (BGB) shall apply to the provision of closed RTP for use.

C. SALE OF RTP

XII. Transfer of Risk

1. In the case of a sale of RTP from the account maintained for the Buyer in accordance with Clause V.2, all rights in the purchased RTP shall pass to the Buyer upon receipt of the agreed purchase price in WBG Pooling's account, provided that the purchased RTP are already in the Buyer's possession. WBG Pooling shall in such case owe RTP of average type and quality.
2. In the case of the sale of new RTP, all rights in the purchased RTP shall pass to the Buyer upon receipt of the purchase price and – if not already effected – transfer of possession to the Buyer.
3. If the sold RTP are dispatched at the Buyer's request, the risk of accidental loss or deterioration shall pass to the Buyer upon handover to the carrier or to the person designated for shipment. If goods are collected, risk shall not revert to WBG Pooling until the goods arrive at the agreed place of destination.
4. If dispatch of RTP ready for shipment is delayed for reasons not attributable to WBG Pooling, risk shall pass to the Buyer upon notification of readiness for dispatch in writing or by telefax.
5. If the Buyer does not accept delivery without undue delay after notification of readiness for shipment, or if shipment is postponed at the Buyer's request, WBG Pooling shall be entitled to store the goods at the Buyer's expense.
6. In the event of default of acceptance by the Buyer, WBG Pooling reserves the right, in addition to its rights under Section 326 of the German Civil Code (BGB), to withdraw in whole or in part from the contract or to claim damages.
7. At the Buyer's written request, the purchased goods shall be insured at the Buyer's expense against the risks designated by the Buyer.

XIII. Retention of Title

1. Where RTP or other goods offered by WBG Pooling are sold to the Buyer, ownership of the items shall remain with WBG Pooling until all claims arising from the business relationship with the Buyer have been fully settled. In the case of a current account, the retained ownership shall secure the balance owed to WBG Pooling.



2. The Buyer shall not be permitted to process or transform goods delivered under retention of title. In the event of non-compliance, the retention of title shall extend to the products created by processing, mixing, or combining the goods, at their full value, with WBG Pooling deemed the manufacturer. If, in the case of processing, mixing, or combining with goods of third parties, their ownership rights remain in existence, WBG Pooling shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. In all other respects, the same provisions shall apply to the resulting products as to the goods delivered under retention of title.
3. The Buyer shall not be entitled to resell goods subject to retention of title.
4. In the event of a prohibited resale, the Buyer hereby assigns to WBG Pooling, as security, all claims arising from such resale against its purchasers, together with all ancillary rights, until all claims of WBG Pooling against the Buyer have been satisfied, without the need for further declarations. The assignment shall include any balance claims. The assignment shall, however, be limited to the amount corresponding to the value invoiced by WBG Pooling. The portion of the claim assigned to WBG Pooling shall be satisfied with priority. The Buyer shall forward to WBG Pooling without undue delay any payments received on the assigned claim up to the amount of the secured claim.
5. Where a legitimate interest is demonstrated, the Buyer shall provide WBG Pooling with the information necessary to assert WBG Pooling's rights against its purchasers and to hand over the relevant documents.
6. Where the realizable value of all security rights to which WBG Pooling is entitled exceeds the total amount of secured claims by more than ten percent (10%), WBG Pooling shall, at the Buyer's request, release an equivalent portion of the security rights. It shall be presumed that this requirement is met if the estimated value of the securities held by WBG Pooling amounts to or exceeds one hundred fifty percent (150%) of the value of the secured claims.
7. Goods delivered under retention of title may not be pledged to third parties or transferred as security prior to full payment of the secured claims. The Buyer is required to notify WBG Pooling without undue delay in writing if an application is made to open insolvency proceedings over the Buyer's assets, or if third parties (e.g., through attachment) take action against goods owned by WBG Pooling. Any costs arising therefrom shall be borne by the Buyer, unless they are borne by third parties.
8. In the event of conduct by the Buyer in breach of contract, in particular in the event of default of payment, WBG Pooling shall be entitled, in accordance with statutory provisions, to withdraw from the contract and/or to demand return of the goods on the basis of the retention of title. A demand for return shall not in itself constitute a declaration of withdrawal; WBG Pooling shall instead be entitled merely to demand return of the goods and to reserve the right of withdrawal. If the Buyer fails to pay the due purchase price, WBG Pooling may assert its right to demand return of the goods or declare withdrawal from the contract after an unsuccessful expiry of a reasonable grace period, or where such a grace period is unnecessary.
9. If WBG Pooling enforces its retention of title by reclaiming goods, it shall be entitled to sell the goods privately or have them auctioned. Repossession shall be settled at the proceeds realized, but in no event exceeding the agreed delivery prices. Further claims for damages, in particular for lost profits, remain unaffected.



10. Where RTP sold to the Buyer are taken from the account maintained for the Buyer by WBG Pooling, any warranty for such RTP shall be excluded. Where and insofar as it is not possible to specify the RTP sold because they are in circulation in the pooling system, WBG Pooling shall not be obliged to transfer ownership of the specific RTP in question but shall transfer all rights pertaining to equivalent RTP of average type and quality. Such rights shall be transferred subject to the condition precedent of payment of the agreed purchase price by the Buyer to WBG Pooling.

XIV. Liability for Defects in the Sale of Goods

1. Information regarding the characteristics of goods, as well as references to technical standards in catalogues, brochures, advertisements, illustrations, and price lists, shall serve for descriptive purposes only and shall not, unless expressly referred to in the order confirmation or contract, constitute a guarantee of quality or a warranty of specific characteristics. Variations in colour shall in no event constitute a defect. No warranty is given regarding hygienic safety or the defect-free condition of the products.
2. WBG Pooling shall not be obliged under the contractual relationship with the Buyer to advise whether the RTP purchased or provided for use by the Buyer are suitable or appropriate for the Buyer's intended purpose, unless expressly agreed between the parties. In case of doubt, the order confirmation sent to the Buyer pursuant to Clause A.I.3 sentence 2 shall be decisive.
3. Where RTP are sold from the account maintained for the Buyer pursuant to Clause V.2, any warranty shall be excluded, as such sales concern used goods.
4. In the case of the sale of new RTP (traded goods), the Buyer shall notify WBG Pooling in writing or by email of any apparent defects without undue delay, and in any event within twenty-four (24) hours of receipt of the goods. Dispatch of the notification within such period shall suffice. The defects shall be described in as much detail as reasonably possible by the Buyer and, where possible, accompanied by photographs. In the case of hidden defects that could not be detected upon proper inspection in accordance with Section 377 of the German Commercial Code (HGB), notice of defects must likewise be given without undue delay and in any event within twenty-four (24) hours of discovery. If the Buyer notifies WBG Pooling of a defect which, upon inspection by WBG Pooling, is found to be unfounded, and the Buyer either knew that the defect did not exist at the time of notification or was mistaken in this respect due to negligence, the Buyer shall compensate WBG Pooling for the damage incurred. The Buyer remains entitled to demonstrate that the defect in question did in fact exist. In such circumstances, WBG Pooling shall in particular be entitled to reimbursement from the Buyer of expenses incurred, including costs of inspection or repair requested by the Buyer.
5. All claims for defects in the sale of new RTP shall become statute-barred twelve (12) months after transfer of risk, unless longer limitation periods are mandatorily prescribed by Sections 438(1)(2), 479(1), or 634a(1)(2) of the German Civil Code (BGB).
6. In the event of justified notices of defect, the Buyer may demand subsequent performance, reduce the price, or withdraw from the contract. The Buyer shall not, however, be entitled to demand subsequent performance where this would involve disproportionate costs. Further claims, in particular claims for reimbursement of expenses or damages due to defects or consequential damages, shall only exist in accordance with Clause XI. With respect to manufacturing-



related defects, WBG Pooling shall be entitled to refer the Buyer to the supplier. Warranty claims in this regard shall be assigned by WBG Pooling to the Buyer.

7. Improper attempts at repair by the Buyer or third parties engaged by the Buyer, as well as improper use, wear and tear, or unsuitable storage, shall result in the exclusion of warranty rights.
8. Recourse claims pursuant to Sections 478 and 479 of the German Civil Code (BGB) shall exist only in the event of justified claims by the consumer, within the statutory scope, but not with respect to goodwill arrangements, and shall be subject to the observance of the Buyer's own obligations, in particular the duty to give notice of defects.

D. FINAL PROVISIONS AND LIABILITY

XV. Liability

1. WBG Pooling shall be liable in cases of intent or gross negligence on the part of its legal representatives or vicarious agents, as well as in the event of culpably caused injury to life, body, or health, in accordance with the statutory provisions. In all other respects, WBG Pooling shall only be liable under the Product Liability Act, for culpable breach of essential contractual obligations, or where WBG Pooling has fraudulently concealed a defect or assumed a guarantee for the quality of the delivery item. Claims for damages arising from the culpable breach of essential contractual obligations shall, however, be limited to foreseeable and typical damages, unless another case pursuant to sentence 1 or 2 above applies. The foregoing provisions shall apply to all claims for damages, in particular claims for damages in addition to performance and damages in lieu of performance, regardless of the legal basis, including but not limited to defects, breaches of obligations under the contractual relationship, or tort. No reversal of the burden of proof to the detriment of the Customer shall result from the foregoing provisions.

XVI. Place of Performance, Governing Law, Jurisdiction

1. The place of performance for deliveries and payments shall, in the absence of any express agreement to the contrary, be WBG Pooling's registered office in Damme.
2. These General Terms and Conditions shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. Exclusive jurisdiction shall lie with the courts at the registered office of WBG Pooling in Damme, Germany.