

DONAUCHEM GmbH

Tariff regulations for packages

These tariff regulations apply to all agreements concluded between Donauchem GmbH and its customers, under which Donauchem GmbH hands over the goods to the customer in rental or deposit containers. When the containers are physically taken over, these tariff regulations become part of the contract. Deviations from these tariff regulations require our express written consent.

Canisters and barrels – deposit containers

- a) By order of our customer we provide canisters and barrels against payment of a deposit (amount of money). The deposit is shown as such on the invoice and paid by the customer together with the goods.
The deposit is not eligible for a discount.
- b) The return of the deposit containers free of charge takes place as part of a new delivery.
- c) If the containers are returned in a completely empty, non-expired and proper condition, the customer will receive a credit note for the full deposit amount,
 - provided the deposit amount has been paid,
 - the containers were purchased as part of a purchase from Donauchem GmbH and
 - were returned to us within a period of 180 calendar days from delivery. The customer is responsible for ensuring that the containers are returned before the end of the period (180 calendar days).
 - Once these containers have been returned in a timely and proper manner, they become the property of Donauchem GmbH without exception.

Plastic IBC – deposit containers:

- a) By order of our customer we provide plastic IBCs against payment of a deposit (amount of money). The deposit is shown as such on the invoice and paid by the customer together with the goods.
The deposit is not eligible for a discount.
- b) The IBC deposit containers are individualized so that a concrete allocation is possible.
- c) Return of IBC deposit containers: The customer is obliged to return the containers made available to him within a period of 180 calendar days from receipt of the containers. With the proper return/collection, the customer receives a full refund of the deposit. Refunds are only possible with an intact label on the IBC deposit

container. The customer himself is responsible for whether the containers are returned before the end of the period (180 calendar days).

- d) The deposit containers will be collected free of charge as part of a new delivery.

Realization/collection of the deposit (amount of money):

- **Delayed return:** If the deposit container is not returned within the period of 180 days (or is collected by Donauchem GmbH in the course of a further delivery), we are entitled to utilize the deposit (amount of money) in its entirety, i.e. to collect it. The customer becomes the owner of the container upon realisation of the deposit amount.
- **Damaged reserve:** If the deposit container is returned on time but is damaged or if irreversible changes have been made to the deposit container by the customer or if the container is so contaminated that it can no longer be cleaned with reasonable, economical effort, we are entitled to liquidate/collect the deposit (deposit amount) in its full amount and
 - to refuse to take back the deposit container at the time of collection by the shipping company or
 - after taking back the container from the customer, dispose of the affected container at the customer's expense if necessary.
- With the realization of the deposit (amount of money), the customer becomes the owner of the container.
- If the customer wants to avoid disposal of the canisters (delayed or damaged) at his own expense, he must arrange collection at the respective Donauchem location within a maximum of 5 working days at his own expense.
- Any collection during this period can only take place after consultation and appointment coordination with DCH Customer Service.

Container rental - only for steel IBCs

By order of our customer we rent out our steel IBCs under the following conditions:

- a) The rent begins with the takeover of the IBC and ends with its return to us or through our termination.
- b) The first 2 months are rent-free.
- c) If the IBC is not returned after the 2 months have elapsed, one month's rent must be paid starting from the 3rd month and for each additional month commenced until the IBC is returned or we terminate the rental agreement.
- d) Rental invoices are created monthly and are due within 14 days.
- e) In the event of irreparable damage or uneconomical repair effort, we are entitled to pass on the costs of replacing the steel IBC to the customer.

Cleaning and maintenance costs for rental and deposit containers*

We charge a fee for cleaning (normal, average contamination), checking the containers for leaks and functionality, repairing minor damage for all rental and deposit containers handed over. The fee is shown on the invoice.

Non-returnable containers

For all EEC packaging materials such as bags, paper, carton, cardboard, wood, metal drums, plastics or foils (e.g. also plastic packaging with content are subject to labeling under the Chemicals Act and which are not on the "black list") packaging compliance fees are paid by Donauchem GmbH in accordance with the Packaging Regulation (ARA licence no. 1213). The compliance fees for non- returnable packaging are set out in our product prices.

Rates for containers

a) Deposit containers (Utilization, not cash discountable):

Art. Nr.	9902	Plastic-cans 60 lt.	EUR	17,00/each.
Art. Nr.	9904,9906	Plastic drums 220 lt.	EUR	33,00/each.
Art. Nr.	9908	Europaletts	EUR	24,50/each.
Art. Nr.	9296	Palettes H1	EUR	55,00/each.
Art. Nr.	91919243	AdBlue IBC (max. 180 days)	EUR	240,00/each.
Art. Nr.	91919901, 91919981 91919982, 91919064 91919066, 91919289 91919259, 91919268 91919273, 91919339 91919259	Plastic -IBC (max. 180 days)	EUR	240,00/each.

b) Rental containers:

Art. Nr.	9900xxx	Steel IBC	EUR	65,00/each.
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c) Cleaning/maintenance costs (not discountable):

Art.Nr.	9932, 9932EX	30 lt. Plastic cans	EUR	3,50/each.
Art.Nr.	9902	60 lt. Plastic cans	EUR	3,50/each.
Art.Nr.	9904,9906	220 lt Plastic drums	EUR	3,50/each.
	All types of containers		EUR	12,50/each.

d) Surcharge for small quantities

For invoice amounts and a net value of goods of EUR 300.00 we charge as follows:

PICK-UP surcharge for small quantities	EUR	50,00
DELIVERY surcharge for small quantities	EUR	70,00

e) Surcharge for incomplete pallets

For opened/incomplete pallets in small containers such as canisters, sacks, buckets, metal cans etc. a surcharge of 40.00 EUR per order applies.

These tariff regulations can be accessed at any time at www.donauchem.at/agb (Internet).