

## Special conditions for the delivery of goods with the returnable frames of Hero - Fire GmbH

These conditions take precedence over the provisions of our general terms and conditions when we deliver the goods to the customer with the use of returnable frames. Date: 9 June 2021

### Section 1 Basic principles

(1) The vendor is able to deliver the goods on standard retail returnable frames (referred to in the following as "returnable frame") to the purchaser. The returnable frames remain the property of the vendor and are to be returned to the vendor promptly in undamaged form.

(2) The management of the returnable frame 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 returnable frame 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 returnable frame available again promptly. The customer is required to provide notification of the availability of the returnable frame to the company named in Section 1 (2). The vendor will either collect the frame 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 returnable frame against damage and loss. This obligation lapses if the returnable frame is not collected within 21 days following the notification of availability according to Section 2 (2), even though the returnable frame is in fact free and can be collected.

(4) If a frame 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 returnable frame available again and to provide notification of its availability if s/he fails to make the frame 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 returnable frame is 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 returnable frame 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 returnable frame. The contractual penalty is limited to the amounts stated in Section 5.

(2) If the customer loses a returnable frame, s/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 returnable frame, s/he shall trigger a sum to the amount of EUR 50.00 as compensation (Section 339, German Civil Code [BGB]). The total loss for a returnable frame 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 frame. The parties are at liberty to prove that the degree of damage is either lower or higher.

### Section 5 Agreed value of the frame

The parties agree upon the net refundable value for each returnable frame as follows:

- Frame "A-small", "L-small", "Trolley" and "Other frame" = EUR 350.00
- Frame "A-medium" and "L-medium" = EUR 450.00
- Frame "A-large" and "L-large" = EUR 550.00
- Frame "A-extra-large" and "L-extra-large" = EUR 650.00

### 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 frames 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.