In these General Conditions for Sale and Supply for Export the following expansions shall have the meanings as hereinafter set out:

- "The Conditions" means these General Conditions for Sale and Supply for Export;
- "WASA" means The Customer, including its subsidiaries, holding corporations or firms or related corporations or firms;
- "The Customer" means any person, firm or corporation or legal assignee or successor of such person, firm or corporation;
- "The Goods" means those items which are specified in WASA's written confirmation of order or offer;
- "The Reserved Goods" means those items sold and delivered in which title has not yet passed to the Customer;
- "The Contract" means the agreement between the Customer and WASA for sale and supply of the Goods to the Customer.

II. General

The Conditions shall exclusively apply to all transactions of WASA. They shall take precedence if the Customer uses its own standard conditions differing from WASA's Conditions. Such conditions are hereby expressly rejected. Moreover, the Conditions shall also apply to all subsequent transactions with the Customer regardless of whether reference to the Conditions has been made or not. Any variations from the Conditions as well as oral, electronic or statements by telephone made by WASA's representatives or authorised agents are always provisional and require WASA's confirmation in writing to be binding on WASA.

III. Commercial usage

In addition to the Conditions, the Tenteroomes Rules in their current version shall apply to the sale and supply of wooden pallets, as far as they do not conflict with the Conditions and as far as no other agreement has been made.

IV. Size of order

(1) Any term of delivery is approximate only and not binding, unless confirmed otherwise by WASA.
(2) WASA reserves the right to deliver +/- 10 % of the ordered quantity and technically alterable Goods, if with a major or technical alteration is reasonable with respect to the Customer's needs.
(3) The delivery period will be extended by an appropriate amount of time in the event of
(4) Any right of retention of payment based on alleged remedies of the Customer against WASA has to be notified to WASA in writing.
(5) Delivery prior to the expiry of the delivery period and partial deliveries are allowed.

V. Prices and terms of payment

(1) Subject to any specific agreement in writing prices are ex works plus the statutory value added tax in the amount as from time to time in force.
(2) Default of payment of a specified amount of the invoice by a customer will result in the immediate right to have the invoices with the remaining balance within 30 days after receipt of the Goods, latest 30 days from the date of notification of the readiness of the Goods for dispatch.
(3) The remaining balance within 30 days after receipt of the Goods, latest 30 days from the date of notification of the readiness of the Goods for dispatch.
(4) Any right of retention of payment based on alleged remedies of the Customer against WASA, which does not arise under § 320 BGB (German Civil Code) and/or under the current Contract, is expressly excluded.

VI. Terms of delivery

(1) Any term of delivery is approximate only and not binding, unless confirmed otherwise by WASA.
(2) The delivery period shall commence on the day on which WASA shall forward its confirmation of order or the period in which it expends the Goods has left WASA's works or if the Customer has notified WASA about its readiness for dispatch.
(3) The delivery period will be extended by an appropriate amount of time in the event of
(4) If dispatch is delayed at the wish of the Customer, WASA shall be entitled after expiry of one month after notification of the readiness for dispatch, to invoice the Customer for storage costs with an amount of at least 0.5 % of the invoiced amount for every month of additional storage of the Goods. This rate shall be higher if WASA proves higher damages, or lower, if the Customer can prove lower damages. WASA is entitled to fix an appropriate extended grace period and on its expiry without having been made to dispose otherwise of the Goods and to supply the Customer within an appropriate delivery period at the prices then valid.
(5) Delivery prior to the expiry of the delivery period and partial deliveries are allowed.
(6) Reservation of title is made, if WASA itself is supplied with the material in a punctual and correct way.

VII. Delay in Delivery and Impossibility of Performance

(1) Notwithstanding the Customer's right to withdraw from the Contract in case of defects of the Goods the Customer may withdraw from the Contract in the event of WASA's inability to perform or a delay in delivery only if the impossibility to perform or the delay in delivery are caused by a negligent or willful act of WASA.
(2) In the event of a delay in delivery, the Customer shall have the right to set a grace period of
(3) The reservation of title shall, according to WASA's choice, be limited to either replace or repair such defective Goods, provided that the Customer shows that the defect or any other claim was already existing at the time of acceptance of the performance of the Customer and was therefore not caused by the Customer or any other party and was not caused by third parties' Intellectual Property rights. To such defects clause XII. of the Conditions shall apply instead. The warranty period shall run for 12 months following the
actual delivery of the Goods. WASA shall be liable for a period of 24 months following the actual delivery of the Goods. WASA's liability for a period of 24 months following the actual delivery of the Goods - and thereby cause a damage loss of the Customer. WASA's liability from such claim is not covered if it is expressly excluded without prejudice to any liability for a grossly negligent or willful act.

XIV. Right of withdrawal

(1) WASA shall be entitled to withdraw from the Contract especially in the following cases:
   (a) in the event of force majeure as set out under VI. (3) of the Conditions provided that these circumstances last for more than three months or make it ultimately impossible for WASA to deliver the Goods;
   (b) in the event that after conclusion of the Contract circumstances relating to the Customer become known to WASA which throw doubts on the question of the Customer's creditworthiness or ability to pay its debts in which case WASA is alternatively entitled in its sole discretion to refuse performance or to request suitable security.
(2) The Customer shall be under no right of whatsoever nature against WASA to claim damages for losses of any kind arising from the execution of the right granted under foregoing sub-clause (1).

XV. Trading terms

(1) The INCOTERMS® 2010-Version are applicable subject to specific provisions of the Conditions or the Contract which shall prevail.
(2) In case of a delivery DAP (delivered at place) the Customer has to bear the costs and risks of duly which term includes the responsibility for and the risks of the carrying out of customs formalities, and the payment of formalities duties and taxes in the country of final destination, in particular, but not limited to any cost including storage cost and other risks caused by Customer's failure to clear the Goods for import.

XVI. Applicable law


XVII. Place of performance / Jurisdiction

(1) Place of performance for WASA and the Customer is Darmstadt, Federal Republic of Germany. The courts of Darmstadt have jurisdiction for all disputes arising from the Customer's business relationship.
(2) Jurisdiction and venue for any actual or future claims under the business relationship (including claims under bills of exchange or cheques) is the Regional Court (“Landgericht”) of Darmstadt, without prejudice to WASA's right to commence proceedings at the Customer's principal place of business.

XVIII. Final provisions

(1) The headings of the above provisions are for convenience only and have no importance for the interpretation of the conditions.
(2) Should any of these provisions or be or become invalid for whatsoever reason the remaining provision shall remain unaffected. In such case, the statutory regulation shall be applicable in addition.
(3) Where appropriate in the Conditions the singular shall include the plural and vice versa and where there are two or more persons, firms or companies comprised in the definitions of the Customer, then the obligations imposed on them shall be joint and several obligations.

XIX. Important for wooden pallets

(1) Softwood and hardwood pallets should not be stored in the sun. Wooden pallets should, if possible, be sprayed with water or a mixture of water and oil whilst they are in use. Wood is a living product. It may alter its structure if it dries up. Therefore, the handling instructions enclosed to the delivery have to be observed unrestrictedly. In case of softwood and hardwood pallets, particularly in the case of pallet-on-block stacking. This is an artificial formation process and does not form the basis for any warranty claims vis-a-vis our company.
(2) For WASA UNIPLAST® and WASA UNIPLAST ULTRA® it should be noted that the profiles on the longitudinal sides might limit the production width.
(3) Tolerances: Length: ≤ 2.0 mm; width: ≤ 2.0 mm; thickness: ≤ 0.5 mm. Flattness: Maximum curvature ≤ 2 mm over 1,000 mm measurement length. Angularity: Difference between the two diagonals ≤ 5 mm.

XX. Weight of pallets / Value of bending / Tolerances

(1) WASA UNIPLAST®, WASA UNIPLAST ULTRA® and WASA WOODPLAST® are subject to specific provisions of the
(2) The Customer shall have no right of whatsoever nature against WASA to claim damages for losses of any kind arising from the execution of the right granted under foregoing sub-clause (1).

Standing: 05.02.2020

WASA UNIPLAST®, WASA UNIPLAST ULTRA® and WASA WOODPLAST® should not be stored in the sun. In general WASA UNIPLAST®, WASA UNIPLAST ULTRA® and WASA WOODPLAST® must be sheltered from a single-sided warming. Therefore, the handling instructions enclosed to the delivery have to be observed unrestrictedly. In case of failure to comply with the aforementioned instructions claims for damages are excluded according to clause XI. (6) hereof.

(2) For WASA UNIPLAST® and WASA UNIPLAST ULTRA® it should be noted that the profiles on the longitudinal sides might limit the production width.
(3) Tolerances: Length: ≤ 2.0 mm; width: ≤ 2.0 mm; thickness: ≤ 0.5 mm. Flattness: Maximum curvature ≤ 2 mm over 1,000 mm measurement length. Angularity: Difference between the two diagonals ≤ 5 mm.

XXI. Weight of pallets / Value of bending / Tolerances

These values are based on theoretical calculations and are therefore not binding. All tolerances refer to the time of delivery. Given results for deflection are only approximate data. They always refer to the deflections measured on 200 mm long samples. The deflection and/or higher ambient air temperature might change these data. Our data on bending values are of guiding character only and shall not be considered as legally binding agreements or guaranties.

(1) Place of performance for WASA and the Customer is Darmstadt, Federal Republic of Germany. The courts of Darmstadt have jurisdiction for all disputes arising from the Customer's business relationship.

(2) Jurisdiction and venue for any actual or future claims under the business relationship (including claims under bills of exchange or cheques) is the Regional Court (“Landgericht”) of Darmstadt, without prejudice to WASA's right to commence proceedings at the Customer's principal place of business.

(3) Where appropriate in the Conditions the singular shall include the plural and vice versa and where there are two or more persons, firms or companies comprised in the definitions of the Customer, then the obligations imposed on them shall be joint and several obligations.

(1) The INCOTERMS® 2010-Version are applicable subject to specific provisions of the Conditions or the Contract which shall prevail.

(2) In case of a delivery DAP (delivered at place) the Customer has to bear the costs and risks of duly which term includes the responsibility for and the risks of the carrying out of customs formalities, and the payment of formalities duties and taxes in the country of final destination, in particular, but not limited to any cost including storage cost and other risks caused by Customer's failure to clear the Goods for import.