GTC

Terms and Conditions

BIKAR RECYCLING GmbH
Industriestraße 3 – 5
57319 Bad Berleburg-Raumland

Effective from: September 2025

1.) General

All offers and contracts with companies are based exclusively on the following terms and conditions. The subject matter of the contract is the sale of scrap metal and surplus material (hereinafter referred to as the contractual goods) to the customer. BIKAR does not recognise any terms and conditions of the customer that deviate from these terms and conditions, even if BIKAR has not rejected them in individual cases. By placing the order and/or accepting the contractual goods or collecting the contractual goods, the customer accepts the following terms and conditions.

2.) Offers and conclusion of contract

(2.1.) All offers made by BIKAR are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. BIKAR may accept orders or contracts within fourteen (14) days of receipt.

(2.2.) Additions and amendments to the agreements made must be made in writing to be effective. With the exception of managing directors or authorised signatories, BIKAR employees are not authorised to make verbal agreements that deviate from the written agreement. Telecommunication, in particular by fax or e-mail, is sufficient to comply with the written form requirement.

3.) Delivery/collection/transfer of risk

(3.1.) The condition of the contractual goods in accordance with the contract shall be determined by the time of handover to the forwarding agent or carrier, but no later than the time of departure from BIKAR‘s place of business.

(3.2.) BIKAR reserves the right to choose the shipping route and method of shipment unless the customer specifies otherwise.

(3.3.) The customer shall bear the storage costs if collection does not take place on the agreed date or if acceptance is refused in the case of a delivery made in accordance with the contract. If storage is carried out by BIKAR, the storage costs shall amount to 5% of the invoice amount of the delivery items to be stored for each week that has elapsed. We reserve the right to assert and prove further or lower storage costs. The agreed payment terms remain unaffected.

(3.4.) If collection takes place, BIKAR must be notified of the shipping company and the license plate number of the truck collecting the goods prior to collection. After collection of the contractual goods, the corresponding weighing slips must be sent to BIKAR by email without delay.

(3.5.) If the place and time of collection have not been agreed, BIKAR shall determine the place and time at which the contractual goods are to be collected. The costs of collection shall be borne by the customer. If the customer does not appear for collection, BIKAR may set a deadline of 7 days for collection, stating that our delivery shall be deemed accepted if the customer does not appear to collect the contractual goods within the 7-day period. After the seventh day, the service shall then be deemed to have been collected. BIKAR shall then be entitled, but not obliged, to dispatch the goods at the customer‘s expense.

(3.6.) If BIKAR allows the customer to use BIKAR transport cages when collecting the contractual goods, these must be returned within seven days, unless otherwise agreed. If the transport cages are returned later, BIKAR may claim damages.

4.) Inspection of goods upon receipt / warranty

(4.1.) The customer is obliged to inspect the type, quantity and quality of the contractual goods upon collection from the BIKAR premises. Obvious defects, in particular in the form of scrap contamination outside the agreed tolerance or a deviation in type or contamination, must be reported immediately and in writing on site.

(4.2.) Defects that cannot be discovered within this period even after careful inspection must be reported to BIKAR in writing immediately after discovery. Contract goods that are the subject of a complaint may not be unloaded without BIKAR‘s consent, otherwise they shall be deemed to have been accepted as free of defects.

(4.3.) If the customer does not immediately give BIKAR the opportunity to verify the defect and, in particular, does not immediately make the rejected contractual item available upon request, all warranty claims shall lapse.

(4.4.) Purity in terms of quality and material is limited to the possibility of sorting materials according to appearance and origin, as the contractual goods (scrap) are a secondary material. A guarantee of grade or alloy purity is not possible. Further quality claims are excluded. Within a tolerance of up to 5%, the customer therefore accepts any foreign substances/impurities in the contractual goods. Customary and minor deviations in quality that are technically unavoidable do not justify a complaint.

(4.5.) In the event of defects, i.e. values outside the tolerance range, the customer shall be entitled to a replacement delivery or a price reduction at BIKAR‘s discretion. In the event of a justified complaint, the customer shall grant BIKAR a reasonable period of time for subsequent performance, unless this is dispensable for legal reasons. BIKAR shall then provide subsequent performance by means of a replacement delivery. The replacement delivery does not restart the limitation period. BIKAR may refuse subsequent performance if this is impossible or only possible at disproportionate cost. Disproportionate costs shall be deemed to exist if the direct costs of subsequent performance, including the necessary expenses, exceed 150% of the final invoice price (excluding value added tax) of the goods concerned. BIKAR shall not be liable for defects which the customer is aware of at the time of conclusion of the contract or which the customer is unaware of due to gross negligence (§ 422 BGB). Furthermore, the customer‘s claims for defects presuppose that he has fulfilled his statutory obligations to inspect and notify (§§ 377, 381 HGB). If the customer discovers defects during the inspection, he must immediately give BIKAR the opportunity to inspect the delivery complained about. At BIKAR's request, a rejected delivery item must be returned to BIKAR carriage paid. In the event of a justified complaint, BIKAR shall reimburse the costs of the cheapest shipping method; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

(4.6.) Unless otherwise specified, BIKAR shall only be liable for damages – regardless of the legal basis – in the event of a breach of essential contractual obligations. Liability is limited to the typical damage foreseeable at the time of conclusion of the contract. BIKAR shall only be liable for damages – regardless of the legal basis – in the event of intent and gross negligence, or if the defect was fraudulently concealed. The limitations do not apply in the event of injury to life, limb or health. This also applies to the legal representatives, employees and vicarious agents of BIKAR in accordance with § 278 BGB (German Civil Code).

5.) Prices

(5.1.) Unless otherwise agreed, prices are ex works plus applicable value added tax, excluding packaging, freight costs, insurance and customs duties, as well as any other fees. These will be charged separately if applicable.

(5.2.) If, at the request of the customer, delivery by BIKAR or collection by the customer takes place later than two months after the agreed date, BIKAR shall be entitled to recalculate the price based on any changes in raw material prices and/or wages that have occurred during this period.

6.) Payment

(6.1.) The agreed remuneration is payable in accordance with the payment terms agreed with the customer or the information in the order confirmation from BIKAR. The customer shall be in default upon expiry of the agreed payment period.

(6.2.) After expiry of the agreed payment period or the payment period specified in the order confirmation, BIKAR shall be entitled to charge interest at the statutory default interest rate (§ 288 BGB) without further reminder. The right to prove higher damages caused by default is expressly reserved.

(6.3.) The customer is not entitled to offset against counterclaims other than those that are undisputed or have been legally established. The customer is only entitled to rights of retention if they are based on the same contractual relationship. No discount is granted.

(6.4.) In the event of a significant deterioration in the financial circumstances or delayed payment by the customer, BIKAR shall be entitled to refuse performance until payment or security has been provided.

7.) Subcontractors

Subcontractors may only be used by the customer at their own expense and with the prior written consent of BIKAR. The use of a subcontractor does not release the customer from its contractual obligations. The subcontractor is the customer's vicarious agent as per § 278 BGB (German Civil Code).

8.) Copyrights

BIKAR reserves ownership rights and copyrights to offers, cost estimates, calculations and other documents. They may not be used, made available to third parties, reproduced or disclosed without BIKAR's written consent. The customer shall be liable for all direct or indirect damages resulting from non-compliance with this provision.

9.) Delivery period and handover

(9.1.) The place of performance for all services to be provided by the customer to BIKAR for the execution of the work is the respective factory.

(9.2.) If a delivery and/or service date or a delivery and/or service period has been bindingly agreed and the agreed delivery date or delivery period is exceeded, the customer is entitled to withdraw from the contract for the part not yet fulfilled after a reasonable grace period has expired without result. Further claims by the customer, in particular those for damages, are excluded in this case.

(9.3.) If BIKAR is unable to meet binding delivery deadlines for reasons for which BIKAR is not responsible (unavailability of the service), BIKAR shall inform the customer of this immediately and at the same time notify them of the expected new delivery deadline. If the service is also unavailable within the new delivery period, BIKAR shall be entitled to withdraw from the contract in whole or in part without any liability for damages; BIKAR shall immediately reimburse any consideration already paid by the customer.

(9.4.) BIKAR's obligation shall be suspended if the performance of the service is made significantly more difficult or impossible due to force majeure or for reasons for which BIKAR is not responsible. Force majeure includes: natural disasters such as floods, storms, fire damage and other accidents, war, threat of war or danger of war, sabotage, insurrection, civil unrest, failure of means of transport or compulsory delivery ordered by the state, epidemics/pandemics, legislative and administrative measures such as laws, regulations, statutes, prohibitions or restrictions, import or export regulations, embargoes, energy supply difficulties, etc. Reasons beyond BIKAR's control include: strikes, lockouts or other industrial disputes, trade disputes, shortages of raw materials, shortages of materials, machinery or personnel, operational disruptions such as power or machine failures.

10.) Withdrawal on the part of BIKAR

(10.1.) In the event of unforeseen events, insofar as they significantly alter the economic significance or content of the service or have a significant impact on BIKAR's operations, and in the event of subsequent impossibility of performance, the contract shall be adjusted accordingly. If it is not economically reasonable to adjust the contract, BIKAR shall be entitled to withdraw from the contract in whole or in part.

(10.2.) The customer shall have no claims for damages due to such withdrawal. If BIKAR exercises its right of withdrawal, BIKAR shall notify the customer immediately after becoming aware of the significance of the event, even if an extension of the delivery period had initially been agreed with the customer.

11.) Retention of title

(11.1.) BIKAR retains title to the goods until all claims arising from an ongoing business relationship have been settled in full, regardless of the legal basis on which they arose. The delivered goods shall only become the property of the customer once the latter has fulfilled all of its obligations arising from the business relationship, including ancillary claims and claims for damages. In the case of current invoices, the retention of title shall serve as security for the respective balance claim. This shall also apply if payments are made by the customer for specific claims.

(11.2.) In the event of breach of contract by the customer, in particular default in payment, BIKAR shall be entitled to take back the goods subject to retention of title and to enter the customer‘s premises for this purpose. The customer hereby expressly agrees to this. BIKAR shall also be entitled to take possession of the purchased item itself. The customer expressly agrees to this, so that this does not constitute unlawful interference.

(11.3.) If the goods subject to retention of title are processed or transformed with other goods not supplied by BIKAR, BIKAR shall be entitled to co-ownership of the new item in proportion to the value of the goods subject to retention of title to the value of the other processed or transformed goods at the time of processing or transformation.

(11.4.) In the event that ownership of the goods subject to retention of title expires due to combination or mixing, the customer hereby transfers to BIKAR its (co-)ownership rights to the new item or the mixed stock to the extent of the invoice value of the goods subject to retention of title and shall store these free of charge for BIKAR. The new item created by processing, transformation, combination or mixing (hereinafter referred to as ‘new item’) or the (co-)ownership rights to the new item to which BIKAR is entitled or which are to be transferred to BIKAR serve to secure the claim in the same way as the goods subject to retention of title themselves.

(11.5.) The customer may only sell the goods subject to retention of title in the ordinary course of business under normal business conditions and only as long as he meets his payment obligations to BIKAR on time. The customer is obliged, for its part, to resell the goods subject to retention of title only under retention of title and to ensure that the claim from such sales transactions can be transferred to BIKAR.

(11.6.) The customer‘s claim from the resale of the goods subject to retention of title is hereby assigned to BIKAR. The claim serves as security to the same extent as the goods subject to retention of title. If the customer sells the goods subject to retention of title together with other goods not supplied by BIKAR, the assignment of the claim shall only apply to the amount of the invoice resulting from the resale of the goods subject to retention of title. In the event of the sale of the goods or the statutory provisions on the combination and mixing of the goods co-owned by BIKAR, the assignment of the claim shall apply to the extent of the co-ownership share.

(11.7.) If the customer includes the claims from the resale of goods subject to retention of title in the current account relationship with his customer, he hereby assigns to BIKAR any recognised closing balance in his favour in the amount corresponding to the total amount of the claim from the resale of the goods subject to retention of title entered in the current account relationship. The above paragraph shall apply mutatis mutandis.

(11.8.) The customer is authorised to collect the claim from the resale of the goods subject to retention of title assigned to BIKAR. The customer is not permitted to assign the claim from the resale, even within the framework of a genuine factoring agreement. BIKAR may revoke the collection authorisation at any time in the event of default in payment, suspension of payments, transfer of the customer‘s business operations to third parties, impaired creditworthiness and trustworthiness or dissolution of the customer‘s company, as well as in the event of a breach of the customer‘s contractual obligations. In this case, the customer is obliged to inform its customers immediately of the assignment of the claim to BIKAR and to provide BIKAR with all information and documents necessary for collection. In addition, in this case, the customer is obliged to surrender or transfer to BIKAR any securities to which it is entitled for claims from customers. If the realisable value of the securities existing for BIKAR exceeds the secured claims by more than 15%, BIKAR shall, at the customer‘s request, be prepared to release securities of its own choice to this extent. The customer is obliged to notify BIKAR immediately of any seizure or other actual impairment or endangerment of the goods subject to retention of title or other securities existing for BIKAR. The customer undertakes to insure the goods subject to retention of title adequately. He hereby assigns his claims from the insurance contracts to BIKAR. BIKAR is entitled to withdraw from the contract and demand the return of the goods in the event of breach of contract by the customer, in particular in the event of default in payment or breach of an obligation under this paragraph. In this case, the customer hereby declares his consent to BIKAR removing or having removed the reserved goods located at the customer‘s premises or, if BIKAR is the sole owner, the new item. The customer shall grant BIKAR or persons commissioned by BIKAR access at any time to carry out these measures and to inspect the reserved goods or new item in general.

12.) Proof of export

If the customer, who is based outside the Federal Republic of Germany, collects the goods himself or through a third party and transports or ships them to a foreign country, the customer must immediately provide BIKAR with the proof of export required for tax purposes. As long as this proof has not been provided by the customer, the customer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany on the full invoice amount.

13.) Export control

(13.1.) The fulfilment of the contract by BIKAR is subject to the proviso that there are no restrictions or prohibitions on fulfilment due to national, supranational or international regulations of foreign trade law, such as no violation of statutory registration or reporting obligations, and no embargoes or other sanctions. The customer shall indemnify BIKAR against all claims, damages, costs, expenses, liabilities, losses, demands or proceedings arising from or in connection with a breach by the customer of its obligations set out in this paragraph.

(13.2.) The customer is aware that any prohibited export and any prohibited use of goods delivered by BIKAR constitutes a serious impairment of its business interests. This also applies if the legal violation in connection with the export or use is not committed by the customer itself, but by third parties. If, after conclusion of the contract, BIKAR becomes aware of circumstances which indicate that the fulfilment of the contract would be prohibited under the national, supranational or international regulations applicable to BIKAR, BIKAR shall be entitled to withdraw from the contract at any time. In this case, the customer shall not be entitled to any claims for damages.

(13.3.) The export of BIKAR goods may be subject to authorisation by the competent export control authorities (e.g. due to their nature or intended use). If a licence from the competent export control authorities (export licence or transfer licence), any delivery delays due to the duration of such a licensing procedure shall not be borne by BIKAR and shall not entitle the customer to withdraw from the contract or to claim damages. The same shall apply in the event of such a licence being refused.

(13.4.) The customer undertakes to strictly comply with all relevant export regulations and export provisions of the EU and all EU member states before any further delivery of goods that have been sold or delivered to the customer by BIKAR. If, according to these regulations, the customer is required to obtain an export licence, the customer shall obtain this in its own name and at its own expense.

(13.5.) The customer shall in particular ensure that goods delivered by BIKAR are not intended for armament-related, nuclear or weapons-related purposes (including carrier technology), unless an effective export licence has been issued by the competent export control authorities for a delivery for one of these purposes.

(13.6.) The customer also undertakes to inform all recipients of goods delivered by BIKAR to the customer in writing of the relevant export regulations of the EU and the EU member states.

(13.7.) The contracting parties undertake to provide all information and documents required for export, transfer or import (e.g. end-use declarations). For the customer, this also applies in the event of any transfer of the goods associated with export, transfer or import. Delays due to export checks or approval procedures shall render deadlines and delivery times invalid. If the necessary approvals are not granted or if the customer does not provide BIKAR with the necessary documents or information within a reasonable period of time, BIKAR shall be entitled to withdraw from the contract with regard to the parts concerned. Claims for damages by the customer are excluded in this respect and due to the aforementioned exceeding of deadlines.

14.) Severability clause

If any part of the contract is invalid for any reason, this shall not affect the validity of the remaining parts of the contract. In this case, the parties undertake to reach an agreement that comes as close as possible to the invalid provision.

15.) Data protection provisions

(15.1.) BIKAR is entitled to archive correspondence electronically. The data will be treated confidentially in accordance with the applicable data protection laws. BIKAR points out that the personal data that BIKAR has received in relation to the business relationship or in connection with it, whether from the customer or from third parties, will be processed in accordance with the Data Protection Act. This data will be treated as strictly confidential by BIKAR and will be used exclusively for the purpose of processing the customer‘s enquiries, orders and deliveries. It will only be used by employees and authorised trading partners of BIKAR or its subsidiaries. BIKAR is entitled to have your details checked by a protection association for commercial creditors, such as Creditreform.

(15.2.) The data will be processed and stored in accordance with German data protection regulations. Upon request, the customer will be provided with complete information about the stored data free of charge at any time, insofar as the data concerns the customer. Personal data will not be passed on to third parties. This agreement is considered consent within the meaning of the Data Protection Act.

16.) Place of jurisdiction

The exclusive place of jurisdiction for all legal disputes arising from or in connection with these terms and conditions is the general place of business of BIKAR. However, BIKAR is entitled to sue the customer at any other competent court, in particular at its general place of jurisdiction. The above provisions do not apply if the law stipulates an exclusive place of jurisdiction.

17.) Applicable law

The law of the Federal Republic of Germany shall apply.

The validity of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

18.) Precedence of the German version

The wording of the German version takes precedence over the English version.

Bad Berleburg, September 2025