Houweling Group | Recoservice Conditions of Acceptance (EN)

Article 1 Definitions

In these general conditions, the following terms have the meanings indicated.

User: the user of the general conditions, i.e. the limited companies Houweling International bv, Houweling Horticulture bv, Houweling Veiligheid bv, Houweling Recycling bv and Alpak bvba.

Supplier: the user's counterparties, i.e. the party requesting collection of the movable goods to be reconditioned and the supplier of the goods.

Packaging: (single or multiple use) movable goods that have been used to package other products and that may contain residues.

Reconditioning: all operations carried out in order to prepare movable goods for repeated use, i.e. collection, sorting, cleaning, repair, inspection and re-assembly.

Article 2 Applicability

1. These conditions apply to all agreements within the meaning of Article 1 of these conditions and to offers made by the user with a view to concluding such agreements. The conditions also apply to agreements with the user not exclusively relating to, but also including, the reconditioning of movable goods by the user.
2. Deviating conditions, such as the supplier's purchase conditions, only bind the user if they have been expressly agreed by the user in writing on a case-by-case basis.
3. In case of conflict between these general conditions and other general conditions with the applicability of which the user has agreed, these general conditions shall prevail.
4. If any other conditions applied by the user also apply to any agreement, the conditions that are the most appropriate given the nature of the agreement will always prevail.

Article 3 Collection request

1. A request to recondition used movable goods must be submitted using the online form at houweling.com/recoservice.
2. All parts of the form must be completed. Incomplete information can lead to dangerous situations and must be avoided at all times.
3. For every hazardous substance (according to ADR and GHS requirements), the UN number and ADR class of the substance must be indicated (see Table 1).
4. An MSDS or product sheet must be attached for each substance (including non-hazardous ones).

Article 4 Exterior of packaging

1. The packaging must be closed properly. The packaging must also be provided with all caps and/or lids. Open-top drums must be provided with their (screw) lid (and clamping ring).
2. All original labels describing the packaging and its (former) contents must be visibly present. They must not be removed or made illegible. If packaging has already been decontaminated/cleaned, this must be indicated on the outside with a sign (sticker or equivalent) with the text 'Clean and rinsed'.
3. Product residues must be removed from the outside of the packaging.
4. Jerrycans, buckets and drums should be supplied separately from one another, neatly stacked and tightly wrapped with transparent film on sturdy pallets. Packaging with ADR classification should be supplied separately. Pallets used as a means of transportation will not be reimbursed.

Article 5 Interior of packaging

1. Packaging must be drip and granule-free and scraped clean. Packaging is empty once it has been carefully emptied in the appropriate manner, using the best available techniques such as pouring, pumping, vacuuming, scraping, shaking or a combination of different techniques.
2. The amount of residual material present shall not exceed 1% of the maximum content of the packaging. Residues of hazardous substances are subject to additional requirements as described in Article 4.2.
3. Packaging that has contained explosives (ADR class 1), gases (ADR classes 2.1 and 2.2), infectious substances (ADR class 6.2) or radioactive materials (ADR class 7) will not be accepted under any circumstances.
4. Packaging that has contained oxidising (ADR class 5) or toxic substances (ADR class 6.1) will not be accepted unless it has been completely emptied or even chemically neutralised. Such packaging must also be clearly distinguishable from other products.
5. The costs of disposing of packaging that has contained substances with specific GHS codes (see Table 2) and/or with ADR class 6.1 are irrevocably passed on to the supplier, even if it is drip and granule-free and scraped clean.
6. Packaging containing products that may cause problems during the reconditioning process may be required to be cleaned first.

Article 6 Residues

1. There must be no residual product in the packaging other than that indicated on the label.
2. The costs of removing and disposing of any residues will be irrevocably passed on to the supplier.

Article 7 Collection and transport

1. Collection takes place by arrangement with the user. Goods will not be accepted by the driver without an order.
2. Transport costs may be passed on in certain cases. Costs may also be determined afterwards if it appears that the incurred costs were caused by the supplier.
3. A loading time of one hour is allowed for. Waiting times will be charged for if loading takes longer than one hour.

Article 8 Sorting

1. Sorting is carried out by Houweling staff under the supervision of the responsible manager and is binding.

Article 9 Acceptance

1. The supplier undertakes to ensure that any packaging notified for delivery meets the above criteria. If any of these conditions is not met, the user shall be entitled to refuse the packaging or charge costs afterwards.
2. If it appears that fraud has been committed with one or more packages, all costs – such as the costs of transport, reconditioning and disposal – will be charged to the supplier.
3. The user reserves the right to refuse or return packaging. Costs incurred will be charged to the supplier.

Table 1: Overview of ADR classes

ADR 1	**EXPLOSIVE** Explosive substances and articles **Do not return**	**ADR 2.1**	**GAS** Flammable gases **Do not return**	**ADR 2.2**	**GAS** Non-toxic and non-flammable gases **Do not return**	**ADR 2.3**	**GAS** Poison gases **Do not return**	**ADR 3**	**FLAMMABLE** Flammable liquids **In accordance with ADR § 1.1.3.6.3**
ADR 4.1	**FLAMMABLE** Flammable solids **In accordance with ADR § 1.1.3.6.3**	**ADR 4.2**	**FLAMMABLE** Substances liable to spontaneous combustion **In accordance with ADR § 1.1.3.6.3**	**ADR 4.3**	**FLAMMABLE** Substances which develop combustible gas with water **In accordance with ADR § 1.1.3.6.3**	**ADR 5.1**	**OXIDIZING** Oxidizing substances **Completely empty, clearly distinguished.**	**ADR 5.2**	**OXIDIZING** Organic peroxides **Completely empty, clearly distinguished.**
ADR 6.1	**TOXIC** Toxic substances **Completely empty, clearly distinguished.**	**ADR 6.2**	**TOXIC** Infectious substances **Do not return**	**ADR 7**	**RADIOACTIVE** Radioactive substances **Do not return**	**ADR 8**	**CORROSIVE** Corrosive substances **In accordance with ADR § 1.1.3.6.3**	**ADR 9**	**MISCELLANEOUS** Miscellaneous dangerous substances **In accordance with ADR § 1.1.3.6.3**

Table 2: Overview of specific H-phrases

No.	Applies to:	Hazard category	Text
H300	Acute oral toxicity	1, 2	Fatal if swallowed
H301	Acute oral toxicity	3	Toxic if swallowed
H310	Acute dermal toxicity	1, 2	Fatal in contact with skin
H311	Acute dermal toxicity	3	Toxic in contact with skin
H330	Acute toxicity if inhaled	1, 2	Fatal if inhaled
H331	Acute toxicity if inhaled	3	Toxic if inhaled
H340	Mutagenicity in germ cells	1A, 1B	May cause genetic defects
H350	Carcinogenicity	1A, 1B	May cause cancer
H360	Reproductive toxicity	1A, 1B	Can damage fertility or the unborn child
H370	Specific target organ toxicity if exposed once	1	Causes damage to organs
H372	Specific target organ toxicity if repeatedly exposed	1	Causes damage to organs