

Special Terms and Conditions for Rental Containers

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1. Rental Conditions: Rental charges are due for our containers from the 1st day (date of delivery note) and cylinder up to and including the date of receipt of the respective cylinder at our premises. The rental charge is based on the type of container and identified in a separate quotation. From the 181st day on, the rental charge is to double. The following types of containers are to be distinguished:
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| Rental cylinders refrigerant | type 01-04 |
| Rental cylinders other gases | type 06-09 |
| Pallet Cages / cylinder, drum pallets | type 20+21 |
| Roof pallets, reinforced | type 22 |
| Returnable containers 1000 litres | type 18 |
| Cylinder bundles | type 16 |
| Rental drums | type 05+10 |
| Rental drums 1680 litres | type 13 |
| Rental cylinders stainless steel | type 14 |
| Rental drums stainless steel | type 15 |
- The rental charge may be charged at any time; it then is due without deduction and delay. The rental charges can be changed for future periods even during current rental contracts. The change is effected by notification to the customer. The notification is valid when posting from our company may be evidenced.
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2. Return: Containers are to be treated carefully and kept clean. On their return, the value of missing or damaged parts of the rental containers or pallet cages/ pallets will be invoiced to the customer according to the respective report of the filling plants. For Containers, which are returned with product charges not completely used down to residual pressure and expired official inspection deadline, we will additionally carry out the disposal of the remaining product. Relating costs have to be refunded by the customer. Rental containers have to be returned with defined residual pressure (generally 1 to 3 bars).
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3. Rental period and security The obligation of the customer to pay rental charges does not end until the return of the containers or pallet cages / cylinder pallets to our premises. The customer is, however, entitled to terminate the rental contract by means of a written declaration to our company (e.g. in the event of loss or take-over of rented article). The customer is then obligated to provide us with a security/deposit for the rented article. The value of the deposit is equivalent to the value of replacement at the time of the above-mentioned declaration. This deposit may also be charged if the customer does not return or is unable to return the rented article after termination of the rental contract by GHC. The replacement value is calculated in accordance to the value when new less a reasonable deduction for an age-related decrease in value at the time of invoicing. Our company shall retain title to the rented article. Any further obligation to pay the rental charges shall lapse with receipt of the above-mentioned deposit. If containers or pallet cages / cylinder pallets are retrieved after such a declaration of the customer, the customer shall remain entitled and obligated to return them. Furthermore, the customer is obligated to pay rentals for the additional rental period, but limited to the value of the deposit provided, which is then offset. For return, the provisions of clause 2 shall apply additionally.
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4. Return of product charges Upon return of product charges, a credit note can be issued if containers are sealed, the product can still be used and the inspection deadline of the containers has not yet expired. For resumption, 25% of the goods value will be deducted from the credit note; at least, however, € 65.00 as handling costs. We may also change these rates for the future even during current rental contracts. For this purpose, clause 1 last paragraph shall apply accordingly. A credit note will not be issued for residual contents.
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5. Further use: The rental containers shall be used for the withdrawal of initial product charges by the customer only. Any other use is strictly prohibited. The possibility of any contamination with residues from customer's processes has to be eliminated by design. If contamination of the container cannot be avoided, please contact the respective GHC office. Recycling- and process-cylinders are intended for single charge by the customer only and have to be returned to GHC after usage. If products are delivered with an overlay of inert gas according to their specification, the customer is not allowed to put on an overlay of inert gas of more than 3 bar gauge pressure. Containers' temperature may not be increased above 50°C.
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6. Return shipment: The return shipment of rental containers as well as shipment of customer's own containers to GHC for filling purposes shall always be carried out free of any charge for GHC.