

## Deposit Money Association of the Chemical Trade for Reusable Chemical Packaging.

- What are the goals of the Deposit Money Association?
- How are the goals to be achieved?
- How is the agreement implemented in practice?

In 1996, the „Deposit Money Association of the Chemical Trade for Reusable Chemical Packaging“ was founded by a large number of companies organized in the German Chemical Trade Association (VCH). Since then, this Association has ensured uniform handling, provision and return of reusable chemical packaging on a deposit basis and thus sustainable packaging management. Since then, around 90% of the chemical trade market has been integrated under the umbrella of the Deposit Association. The companies that joined this Association support the community in the conviction of the need for uniform contractual conditions for reusable chemical packaging. The management of the Deposit Money Association is carried out by the VCH, which, for example, informs the members about accessions to and terminations of the agreement.

The articles of association of the Deposit Money Association were registered with the German Federal Cartel Office in 1996 and expressly exempted from the ban on cartels. When the Act against Restraints of Competition (GWB) was amended in 2005, the previous system of express exemption was abolished. Since then, the admissibility under antitrust law has to be assessed by the parties involved on their own responsibility. The objectives pursued by the Association (reuse of the containers, conservation of resources, safety of the containers) continue to demonstrate the legality of the Deposit Money Association in the context of the so-called self-assessment. Most recently, this self-assessment was again discussed with the German Federal Cartel Office on the occasion of an adjustment of the deposit amounts in 2022, which did not raise any concerns.

### What are the aims of the Deposit Money Association?

Section 2 of the Articles of Association describes the objectives pursued by the Deposit Money Association:

- careful handling of packaging and thus preservation of its value;
- more occupational safety for chemical dealers and customers by reducing the risks resulting from residues and unauthorized foreign substances in the empty packaging;
- the avoidance of the misuse of reusable chemical packaging as mixing containers at the customer's site;
- more safety during the transport of the empties as a result of excellent condition, complete emptying, perfect closing and proper marking;
- the return of the empties and their reuse within the framework of the legal rules; the avoidance of unnecessary waste through complete emptying and prohibition of the filling of foreign materials and waste;
- the orderly disposal of the empty packaging that can no longer be used, with the aim of recycling the packaging materials as completely as possible.

The former purpose of **preserving the value** of chemical packaging is also intended to benefit both parties by reducing costs.

**Occupational safety** is in the interest of all concerned and is also a very significant practical concern. Empty, uncleaned containers are a source of waste at both the chemical distributor's site and at the customer's premises where there is also contact with personnel. In this respect, there are no „closed systems“ in which contact with the contents of the containers is excluded. The deposit system also makes it possible to regularly check the containers in circulation and monitor their legal shelf life.

**Preventing the misuse** of reusable chemical packaging, especially as a container for the production of mixtures, is a particular safety imperative: chemical packaging is type-tested and approved for the transport of hazardous goods - but as a container for the production of mixtures, it is neither tested nor approved.

**Safety during the return transport** of the empty packaging is a particularly important concern for which both the chemical distributor and its customer are responsible. Our Deposit Association has led to the use of larger containers, which has reduced the risk involved in transportation. The customer is in any case the shipper of the empty, uncleaned containers under transport law, which as such are regularly considered to be dangerous goods. As the shipper, the customer may, among other things, only hand over for transport undamaged, leak-proof containers that are free of residual filling material on the outside and are labeled. The driver of the chemical distributor who takes over the containers also has corresponding obligations.

The further purpose of **avoiding unnecessary waste** through complete emptying is also a requirement of sustainability. Careful emptying and cleaning of the containers also results in fewer residual losses. At the chemical distributor, unavoidable residual quantities become hazardous waste, which is to be avoided at all costs - especially in view of the fact that refilling with foreign substances is carried out by the customer.

The further purposes of **reuse, recycling** and finally proper **disposal** speak for themselves. They also clearly point to the requirements of packaging and recycling legislation. The avoidance of packaging waste is a central concern for the formation of the Deposit Money Association. For this reason, the agreement also contains an obligation on the part of the shareholders to use reusable containers as far as possible and to replace disposable systems that are still in use. The use of larger containers with a deposit can thus reduce the use of smaller containers, which have been a burden on the environment in the past. If the return periods are observed, fewer new purchases are necessary. Resulting cost reductions can be passed on to the customer.

## How are the goals to be achieved?

To achieve the goals of the Deposit Money Association the signatories of the contract commit themselves to the following:

- Chemicals will only be supplied to customers in packaging that is in perfect condition, approved under hazardous goods transport legislation, and labeled in accordance with hazardous goods and hazardous substances legislation. If the chemicals are not subject to the GGvSEB, (German dangerous goods transport law), the packaging must be equivalent in terms of safety.
- For liquid chemicals - acids, leaches, other corrosive liquids, solvents - filled at the chemical dealer, only reusable containers are used; this only does not apply to so-called small quantities of up to 10 l per container and for solvents in tinsplate packaging of up to 30 l, as well as for preparations for special purposes; but even in this respect, reusable containers should be used wherever possible.
- Your employees - especially the drivers who are practically involved in taking back empties - will be intensively trained. The chemical distributor will provide intensive training as required.
- The returnable containers will only be provided against a deposit. The calculation must be made with the goods calculation and may not be treated differently from the goods claim. In this regard, the shareholders further undertake to ensure that no discount is deducted from the deposit money.
- The **amount of the deposit** is determined by **Annex P to the Association agreement** - it is reproduced on the last page of this customer information. It also contains the return conditions for the customers, which must be contractually enforced by the chemical distributor. It is of great importance for the chemical distributor's customers that the refund of the deposit amounts provided for is generally made without deduction, as long as the customer complies with the take-back conditions on the one hand, and the take-back period of one month on the other. The purchaser of chemicals who carefully organizes the return of empties will therefore not have to pay anything on balance for the provision and return of reusable chemical packaging.

## How is the contract implemented in practice?

The **conditions for taking back** the packaging by the drivers of the chemical trade are:

- The packaging must not show any (externally visible) damage, there must be no product residues adhering to it on the outside, and it must also be

properly sealed. This also results from the dangerous goods regulations.

- If the packaging contains hazardous goods, it must be labeled in accordance with the hazardous goods transport law and the hazardous substances law. This is also a legal requirement for return.
- The packaging must be completely empty. The relevant regulations indirectly require complete emptying. This is also a requirement of work and transport safety, as well as waste avoidance. Packaging is considered to be completely empty when its contents have been exhausted in accordance with the intended use or when it is clean, free of brushes, spatula, drips or trickles. Residues or contents must not exceed 0.5% of the volume. For a 200-liter drum, for example, this corresponds to a residual quantity of 1 liter. Packaging that has been recognizably misused as a waste container or otherwise must not be taken back.
- The shipper of uncleaned, empty dangerous goods packaging acts in violation of the regulations if he hands over containers that are not labeled in accordance with the regulations (§ 21 Para. 2 No. 3 GGVSEB). The same applies if he hands over damaged or soiled packaging (§ 21 Para. 1 No. 2 and 4 GGVSEB).
- At the beginning of a participation in the system for reusable chemical packaging, an inventory is made of the packaging provided without and with a deposit charge and, if necessary, a corresponding marking with the deposit stamp is made.

Reusable chemical packaging within the meaning of the Association Agreement shall be containers with a maximum volume of 3,000 l, which are not manufactured for one-time use only and which are intended to remain with the customer temporarily. The various types of containers subject to a deposit are listed in Appendix P at the end of this customer information.



Containers for which a deposit is charged are marked with the deposit label shown here, the design of which, however, is not mandatory. This makes it easy to distinguish between deposit-free containers and containers with a deposit.

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**In summary**, the Deposit Money Association results in a considerable gain in safety for all those involved, and it stands more than ever for sustainability and for the idea of the initiative „Responsible Care - conscientious conduct in chemical trade and distribution“. We hope that the Deposit Money Association will also meet with your approval and that it will ultimately develop to everyone's advantage.

Your chemical wholesaler

and the Chemical Trade Association, Große Neugasse 6, 50667 Cologne, Germany, Tel.: (0221) 2581133/34, [www.vchonline.de](http://www.vchonline.de), Email: [Alberti@vch-online.de](mailto:Alberti@vch-online.de). The VCH is the publisher of this information, which has been compiled to the best of its knowledge. However, it does not claim to be complete in any respect. No liability can be derived from the information. - Reprinting only by agreement with the publisher.

**Annex P to the articles of association of  
the deposit community of the chemical trade for  
reusable chemical packaging \***

(valid from 1.1.2023)

**1. Deposit amounts for defined packaging (all with ADR approval, unless otherwise stated) and pallets.**

Type of container	Volume	Amount in €
Plastic canister	17.5 - 30 l	4.70
Conductive plastic canister	17.5 - 30 l	19.00
Plastic canister	60 l	12.00
Plastic drum	ca. 200 l	31.00
Deposit plastic sump tray for canisters / balloons incl. pallet	--	115.00
Metal drums (garage drums)	60 - 65 l	16.00
Metal corrugated drums - normal	ca. 200 l	25.00
Metal corrugated drums – lined or coated internally	ca. 200 l	35.00
Metal corrugated drums - galvanized	ca. 200 l	35.00
IBC plastic light container - without Ex-protection	200 - 449 l	102.00
IBC plastic light container - with Ex-protection	200 - 449 l	141.00
IBC plastic light container - without Ex-protection	450 - 1,250 l	192.00
IBC plastic light container - with Ex-protection	450 - 1,250 l	231.00
Heavy duty mesh box	500 - 1,250 l	504.00
Stainless steel container	500 l	750.00
Stainless steel container	800 - 1,050 l	996.00
Gas cylinders (steel cylinders for chlorine gas and ammonia)	--	120.00
Wood pallets (CP and Euro wooden pallets)	--	15.00
Plastic pallets	--	35.00

**2. Return conditions**

- Return at the customer's expense or free delivery vehicle to the customer's premises; return free of charge by delivery vehicle of the chemical wholesaler is guaranteed if franco delivery by the delivery vehicle took place (normal case);
- completely emptied; the packaging is considered to be completely emptied if it has been emptied in the best possible way, taking into account the consistency of the filler in accordance with the current state of technology;
- no externally visible damage, labeled in accordance with hazardous goods and hazardous substances legislation, no product residues adhering to the outside.

**3. Return periods**

The deposit amounts are to be refunded in full if the packaging is returned within one month. In the event of later return, reasonable deductions shall be made in accordance with individual company conditions, unless subsequently specified below. - The month period pursuant to sentence 1 can, as an exception, be extended in writing upon conclusion of the contract, in order to take account of special operational concerns of the customer. After expiry of the one-month period, the following minimum charges shall be levied for each new month commenced

- for IBC plastic light container 200 - 449 l volume - without Ex-protection € 17.00
- for IBC plastic light container 200 - 449 l volume - with Ex-protection 23.50 €
- for IBC plastic light containers 450 - 1,250 l volume - without Ex-protection 32.00 €
- for IBC plastic light containers 450 - 1,250 l volume - with Ex-protection 38.50 €
- for mesh box containers 84.00 €
- for stainless steel containers 500 l volume 125.00 €
- for stainless steel containers 800 - 1,050 l volume 166.00 €

If the return is made to the delivery vehicle of the chemical wholesaler, the time of return is deemed to be the time of readiness for shipment with notification of this readiness to the chemical wholesaler.

After notification of the readiness for dispatch in accordance with the above paragraph, the chemical wholesaler shall collect the containers within the period of time corresponding to the usual delivery frequency for the respective customer. This shall also apply if the customer has not ordered new goods.

**4. Foreign packaging**

In practice, the containers are always the property of the supplier of the filling goods. Insofar as this is indelibly marked, e.g. by embossing, the containers may not be taken back by competitors. However, if the owner's mark can be removed easily, e.g. by detaching labels, the associates grant themselves the right to take back other associates' containers under the above-defined conditions.

\* articles of the association September 1<sup>st</sup> 1994