

1. Orders

Only written orders shall be binding. Verbal agreements or agreements made by telephone, as well as subsequent amendments shall be subject to our written confirmation.

2. Confirmation of order

The order must be confirmed immediately to us in writing. Business conditions of the Supplier are not accepted by us.

3. Date of delivery

Delivery dates must be adhered to. Premature delivery is only permitted on receipt of our written agreement and will not affect the payment date agreed upon. The Supplier may only claim a case of force majeure having caused a delay in delivery if it informs us of the reason immediately after it has become known. The Supplier shall undertake advice us of any foreseeable delays in delivery without delay. In all other cases of delivery delays we reserve the right, without prejudice to other legal claims, to either claim delivery and compensation for delayed delivery or compensation due to non-compliance, or to withdraw from the contract. Delays caused by the sub-Supplier of the Supplier shall be considered to be Supplier's responsibility. We reserve the right to return premature/excess deliveries at the Supplier's expense.

4. Regulations

The Supplier shall undertake to observe the regulations applicable at the site of use of the equipment supplied, especially with regard to accident prevention, environmental protection, equipment safety and ECV-directives, etc. The Supplier shall undertake to inform us without being requested to do so of any foreign trade restrictions applying to the delivery item.

5. Insurance

Insurance costs shall only be acknowledged by us if previously agreed upon in writing.

6. Documents

Instructions for storage, assembly and operation, and documents which are required for the maintenance and repair of the delivery item and also the declaration of conformity shall be supplied free of charge and in the language requested. We shall be entitled to copy and process these instructions and documents and to forward them to our customers.

7. Packing

At our request, the packing material is to be collected and taken back by the Supplier at its own expense.

8. Warranty

Without prejudice to other statutory provisions, the following shall apply: The Supplier warrants that parts of the consignment which prove to be defective or which become defective within the warranty period will at our option either be replaced by new ones to be delivered free on site, or repaired. The same shall apply if the equipment supplied does not conform to the state of the art or does not comply with the features and requirements specified by us. Any costs in this context shall be borne by the Supplier. The warranty period shall be 6 months and shall commence at the date of final commissioning. Otherwise, the warranty shall commence at the date of initial putting to use. In either case the warranty period shall expire 12 months after the date of delivery at the latest. In the event that the Supplier fails to remedy the defects within a reasonable period of time we shall be entitled to reject the delivery item and to claim compensation on the grounds of breach of contract. In urgent cases or in case of a delay we shall be entitled to obtain replacement or to remedy the defects ourselves or have them remedied by others, at the Supplier's cost and risk. Warranty claims shall become barred after 6 months from notification of defect(s) unless a longer statutory limitation applies. The statute of limitations is interrupted by a notification of defect(s) until that date on which the Supplier finally rejects our claims by registered letter. The above-mentioned warranty terms shall also apply to replacement deliveries and defects remedied; in particular, the periods above-mentioned shall recommence once the defects have been remedied.

9. Payment

Payments effected by us may be subject to later corrections in the case of complaints. In case we have to effect payments for which we have not yet received supplies and / or services, corresponding bank guarantees are to be provided in our favour prior to payment.

10. Assignment

Claims against us can only be assigned with our prior written.

11. Retention of title

A retention of title shall only be binding on condition that it has been agreed in writing outside the business conditions of the Supplier.

12. Secrecy

The Supplier shall undertake to treat all non-disclosed commercial and technical details that become known to it in the course of the business relation as a trade secret. Our drawings, models, dies, jigs and fixtures, templates, patterns and similar objects must not be made available or otherwise disclosed to unauthorised third parties. The reproduction of these objects is only permissible within the scope of internal requirements and within the scope of copyright regulations. They are made available to the Supplier for the sole purpose of carrying out the order and are either to be returned to us on completion of the order or retained for the processing of further orders. The same shall apply mutatis mutandis to the items produced by the Supplier according to our specifications. Sub Suppliers shall also be subject to these obligations. The Supplier shall not without our prior written consent make reference to its business relation with our company for publicity purposes.

13. Third party proprietary rights

The Supplier shall release us from, and keep us harmless of, all claims arising from a violation of the proprietary rights of third parties.

14. Notice

In the event that the contract is terminated by us, the compensation to be paid by us to the Supplier shall not exceed that part of the remuneration which covers the services the Supplier has rendered up to this date.

15. Withdrawal from, execution of the contract

We shall have the right for serious reasons to withdraw fully or in part from the contract or to request postponement of its execution to a later date without any additional claims on the part of the Supplier. Serious reasons shall be, in particular, strike, lock-out or other internal disturbances; insolvency of the Supplier and the institution of settlement and bankruptcy proceedings concerning the Supplier's property.

16. Law, place of jurisdiction, place of performance

German law shall be applicable. The application of the law of the 'United Nations Convention on Contracts for the International Sales of Goods' is excluded. The exclusive place of jurisdiction is Rostock. We shall be free, however, to institute an action at the Supplier's registered office. The place of performance is Rostock; if the order specifies another place of destination, this place is to be considered as the place of performance.

17. Dangerous goods

In the case of dangerous goods deliveries, the Supplier shall be fully responsible for the observance of the corresponding legal regulations such as marking, packing, printed forms, etc.