6. Goods which are subject to complaint under the warranty shall remain at Buyer’s disposal until re-

a) normal wear and tear

9.1 On the day on which the goods are dispatched, Seller shall send Buyer a detailed dispatch note for

8.3 The procurement of special assembly/erection insurance in addition to the third party liability insurance

3.2 Each order or alteration to an order shall be confirmed by Seller in writing and shall be treated sepa-

5. Period for Delivery

4. The period for delivery shall run from the date of the order. If Seller has reason to assume that he will not be able to meet, or meet in time, all or part of his contractual obligations, he shall inform Buyer thereof immediately, stating the reasons and the likely duration of the delay. If Seller fails to do this, he shall not be entitled to claim exemption from responsibility for the delay on the grounds of the hindrance.

3.1 Orders and alterations to orders shall be made in writing. In case of doubt, verbal agreements or

4.2 Should Seller fail to effect delivery within the agreed period, he shall be held liable under the existing

8.2 Seller shall take out at his own expense adequate third party liability insurance to cover damage re-

2.1 Seller’s offer shall cover exactly the quantities and qualities specified in Buyer’s inquiry. Any departure

1.2. Other agreements, amendments or subsidiary agreements shall not be effective unless Buyer has

1.2 General

1.1 These Conditions shall be an integral part of the purchase contract. Conflicting or deviating conditions of

2. Offer

2.2. Seller’s offer shall cover exactly the quantities and qualities specified in Buyer’s inquiry. Any departure

2.2.1. The offer shall be submitted cost-free and without any obligation being imposed on Buyer. Remun-eration for cost estimates shall only be paid by special arrangement.

3. Order

3.1 Orders and alterations to orders shall be made in writing. In case of doubt, verbal agreements or

11. Place of Performance and Jurisdiction

11.1 The present Conditions and the purchase contract shall be subject to German law. Application of the

14. Assembly, Erection, Maintenance, Inspection, Repairs, etc.

14.1 If assembly, erection, maintenance, inspection, repairs, etc. are carried out in any of Buyer’s factories,
such work shall be subject to the safety and conduct regulations for contractors and their personnel working on the respective premises or of subsidiaries. These regulations will be supplied at the start of the assembly or erection work, or they should be requested from Buyer’s plant security department.

12. Advertising Material

12.3 Whenever Buyer specifies standards or regulations, the latest version shall apply. Seller shall request Buyer to supply him with its works standards and regulations, as far as they have not already been supplied.

15. Patent Infringement

15.1 Seller shall be liable for any infringement of patents, licenses or protective rights of third parties that

16. Advertising Material

16.2 SelllertoshallrefertohisbusinessconnectionwithBuyerinanyinformationoradvertisingmaterial

17. Applicability of Law, Interpretation of Provisions, etc.

17.1 The present Conditions and the purchase contract shall be subject to German law. Application of the

18. Place of Performance and Jurisdiction

18.2 Otherwise, jurisdiction shall be Frankfurt am Main.

1.3.1. The Seller hereby confirms (1.) that he is aware of its obligations under Regulation (EC) Nr. 1907/2006

9. Seller shall always pack, mark and ship dangerous goods in compliance with the appropriate na-
tional/international regulations. The accompanying documents shall show not only the risk category

9.4 Any consignments of which Buyer is unable to take delivery because of non-compliance with these provisions shall be stored at Seller’s expense and risk. Buyer shall have the right to ascertain the contents and condition of such consignments. Tools and erecting equipment shall not be loaded to-
gather with goods.

10. Price and Conditions

10.2 Should Seller fail to effect delivery within the agreed period, he shall be held liable under the existing

11. Invoice and Payment

11.3 Payment shall not be deemed to constitute acceptance of conditions and prices. The time of payment shall not affect Seller’s warranty obligations or Buyer’s right of complaint.

12. Documents

9.3 Seller shall be liable for any damage caused by non-compliance with these provisions and shall pay

13. Incidental Items

13.1 Mats, models, tanks, films, etc. that have been made by Seller to enable him to execute the order shall,

14.3 Buyer shall not be liable for any property of Seller or his personnel which is brought onto Buyer’s

15.2 The Seller shall provide Buyer with all documents needed for discussion of the goods or services to be

16.2.1. The accompanying documents shall show not only the risk category which shall apply, any costs incurred thereby. He shall also be responsible for ensuring that these shipping requirements are complied with by subcontractors.

16.3.1. The accompanying documents shall show not only the risk category which shall apply, any costs incurred thereby. He shall also be responsible for ensuring that these shipping requirements are complied with by subcontractors.

17.2 Customary trade terms shall be interpreted in accordance with the most recent Incoterms.