1. Scope of Application
These General Terms and Conditions of Sale and Delivery apply to all contracts covering contractual services between ENVICON GmbH & Co. KG ("ENVICON") and its contracting party. Differing conditions of the contracting party shall not be valid unless they have been expressly accepted in writing by ENVICON.

2. Contract conclusion and written-form requirement
2.1 The written order confirmation from ENVICON shall be definitive as far as the content and conclusion of a contract are concerned. The same shall apply to supplementations, amendments or to subsidiary agreements to contracts already concluded. Drawings, figures, measurements and other performance data, shall only be binding for ENVICON when same are expressly referred to in the contract. The operating, installation and maintenance instructions with regard to the contractual service shall always be an integral part of the contract.
2.2 All agreements including the waiving of the written-form requirement shall require written agreement in order to become effective.

3. Scope and execution of the contractual services
3.1 In executing the orders awarded, ENVICON shall take as a basis and as being correct and complete, the facts, in particular figures, stated by the contracting party and the documents handed over. ENVICON shall not be obliged to check such documents and statements for correctness, completeness and/or conformity with regulations unless this obligation is expressly contractually accepted. ENVICON shall accept no responsibility for errors and ambiguities ensuing from the documents submitted by the contracting party.
3.2 ENVICON reserves the right to deviate slightly from the data and documents provided if the usability of the contractual service is not impaired as a result thereof.

4. Documents and objects of the contracting party, safe-keeping
Should the contracting party hand over to ENVICON documents for the execution of the contract, ENVICON shall keep same for a period of six months from the date of delivery for collection by the contracting party. During such time, ENVICON shall only be responsible for such care as it usually takes with its own matters. Upon expiry of six months and after granting an appropriate additional period of grace, ENVICON shall be entitled to destroy the documents or to dispose of same in another way.

5. Shipment, transfer of risk, place of performance
5.1 Shipment is always effected on account and at the risk of the contracting party. The risk shall pass to the contracting party immediately the delivery has been handed over to the person effecting the transportation or has left the ENVICON storage facility for the purpose of shipment. This applies irrespective of whether shipment is effected to the place of performance and of which contracting party is responsible for the freight charges.
5.2 Should the timely delivery of the contractual service be impossible for reasons for which ENVICON is not responsible, or should the contracting party, for no reason, refuse acceptance, or should it wish a later delivery, ENVICON shall be entitled to invoice the contractual service and, as the risk of the contracting party, store the contractual service
against payment of a storage fee amounting to 2.5% of the net invoice amount.
5.3 To the extent that the contracting party wishes same, ENVICON shall cover the delivery by means of a transport insurance. The costs incurred insofar shall be borne by the contracting party.
5.4 In the case of deliveries with installation and/or assembly, the risk shall pass to the contracting party upon acceptance, or on the day of refusal, for no reason, to accept. Putting into service shall be deemed to be acceptance.
5.5 The place of performance for each contractual service, as well as for the taking back the transportation packaging, shall be the ENVICON storage facility.

6. Prices
6.1 Unless otherwise agreed, the prices stated by ENVICON shall be understood to be ex manufacturer’s works, excluding packaging, loading and unloading, transportation, as well as installation and value added tax. Items of packaging will be charged at cost price.
6.2 ENVICON shall consider the contractually agreed prices to be binding for a period of four months after conclusion of the contract. Thereafter, ENVICON reserves the right to pass on price changes to the contracting party during the delivery period. Price changes shall be deemed to be, in particular, changes in respect of taxes, duties, raw materials and wages. In the case of wage changes, the prices shall change in the same ratio and from the same point in time as the collectively agreed salaries for salaried employees in salary group K1/T1 of the North Rhine-Westphalian agreement relating to increases in remuneration for the Metal and Electrical Industry change.

7. Payments and offsetting
7.1 The first half of the price agreed for the contractual service shall be payable upon confirmation of the order; the second half, upon notification by ENVICON of completion or upon shipment. The deduction of discount shall require a special written agreement.
7.2 The contracting party may only set undisputed or legally enforceable claims off against the claims of ENVICON. The assignment of claims against ENVICON shall be excluded.

8. Reservation of ownership
8.1 The contractual service shall remain the property of ENVICON ("conditional commodity") until payment in full of the price and all claims arising from the business relationship. Same shall also apply until settlement of the respective claim for the outstanding balance from the current account, to which ENVICON is entitled vis-à-vis the contracting party, irrespective of the legal ground, now or in the future.
8.2 Should the contracting party process the conditional commodities with other objects not belonging to ENVICON, ENVICON shall be entitled to co-ownership of the new object in proportion of the conditional commodity to the other objects processed. The new object arising from the processing shall be deemed to be a conditional commodity within the meaning of these terms and conditions.
8.3 In combining and mixing movable objects, the conditional commodity is to be regarded as the main object within the meaning of § 947, para. 2 of the German Civil Code.
8.4 The contracting party shall assign to ENVICON, irrevocably and by way of security, all claims and demands arising from the resale of the conditional commodity. In return,
ENVICON undertakes, at the request of the contracting party, to release the securities of its choice to which it is entitled in accordance with the aforesaid conditions, insofar as the realizable value of the securities exceeds the claim to be secured by more than 20%.

8.5 ENVICON shall be entitled to collect claims arising from the resale. At the request of ENVICON, the contracting party shall be obliged to inform its customer immediately of the assignment to ENVICON and to provide ENVICON with the information and documents required for collection.

8.6 The contracting party shall be obliged to treat the contractual service with care until complete transfer of ownership. In particular, it shall be obliged to adequately insure same for the reinstatement value at its own expense against damage as a result of fire, water and theft, and to provide ENVICON with evidence thereof upon request. Should maintenance and inspection work be necessary, the contracting party must perform same in good time at its own expense.

8.7 Should insolvency proceedings be opened in respect of the assets of the contracting party or in the case of attachments of property or other interventions by third parties in the proprietary right of ENVICON, ENVICON is to be informed in writing without undue delay. In such case, ENVICON shall have the right to withhold material already processed by it and any not yet converted stocks of material of the contracting party as security for its still existing claims until the claims have been completely satisfied.

9. Delivery period, performance

9.1 The contractually agreed delivery period shall begin upon acceptance of the order by ENVICON and agreement on all details of the order. In the case of a contractual service without installation, it shall be deemed to have been observed if the contractual service has left the ENVICON storage facility within said delivery period or notification of the readiness for shipment has been given.

9.2 Should the delivery date be delayed without ENVICON being at fault or in cases of force majeure such as war, fire, explosion, strike, or lockout at ENVICON or its suppliers, ENVICON shall be entitled to extend the delivery period appropriately or to withdraw completely or partially from the contract; same shall also apply should ENVICON find itself in default with its contractual service at this point in time or should the contracting party not fulfil its obligations to cooperate in good time. In such cases, claims of the contracting party for damages shall be excluded in the case of slight negligence by ENVICON.

9.3 Should an agreed delivery date be exceeded by more than three weeks, the contracting party may withdraw from the contract only when an additional period of grace set by it has elapsed unsuccessfully. Clauses 9.1 and 9.2 shall remain unaffected.
10. Acceptance
Acceptance of the contractual service in accordance with the contract for work can, at ENVICON’s option, take place at ENVICON or at the contracting party’s premises. The contracting party is to be informed in writing in good time of the exercising of said option, at the latest, together with the notification of shipment or completion. Each contracting party shall bear its own costs connected with the acceptance. Should the contracting party refuse acceptance although the contractual service is objectively capable of use, the contractual service shall be deemed to be accepted after expiry of an additional period of grace set by ENVICON.

11. Warranty, liability
11.1 Claims of the contracting party for defects shall require that same has fulfilled its inspection and notification duties in a proper manner in accordance with §§ 377, 378 of the German Commercial Code and has accordingly notified alleged defects in writing. In case of the unjustified notification of defects, the contracting party shall be obliged to reimburse ENVICON the costs for the investigation and other costs connected therewith (e.g., travel expenses and freight charges).
11.2 Insofar as the object of sale is defective, ENVICON shall be entitled, at its own discretion, to provide supplementary performance by repairing twice or by replacing with a non-defective object. Should supplementary performance be unsuccessful, the contracting party shall, at its own discretion, be entitled to cancellation of the contract or a reduction of the purchase price.
11.3 ENVICON shall accept liability in accordance with the statutory regulations insofar as the contracting party asserts claims for damage caused intentionally or by the gross negligence of the representatives or vicarious agents of ENVICON. Insofar as ENVICON has not intentionally violated the contract, the liability for damage shall be limited to the foreseeable, typically occurring damage.
11.4 ENVICON shall accept liability in accordance with the statutory regulations insofar as ENVICON has culpably violated an important contractual obligation; in such case also however, the liability for damage shall be limited to the foreseeable, typically occurring damage.
11.5 The liability for culpable injury to life, the body or health, shall remain unaffected; same shall also apply with respect to mandatory liability in accordance with the German Product Liability Act.
11.6 Unless otherwise specified in the foregoing, liability shall be excluded.

12. Other liability
12.1 A more extended liability than provided for in clause 11 shall – irrespective of the legal nature of the asserted claim – be excluded. Same shall apply in particular with respect to claims for damage arising from culpa in contrahendo, due to other violations of obligations or due to claims in tort for reimbursement of damage to property in accordance with § 823 of the German Civil Code.
12.2 Insofar as liability for damages is excluded or limited vis-à-vis ENVICON, same shall also apply with respect to the personal liability for damage of the salaried employees, employees, representatives, and vicarious agents of ENVICON.
13. Applicable law, place of performance, legal venue
and court of jurisdiction shall be Duisburg insofar as legally permissible. German law shall be
deemed as agreed to apply with respect to all legal relationships between ENVICON and the
contracting party; application of the uniform UN Convention on Contracts for the
International Sale of Goods (CISG) shall be excluded.

14. Effectiveness in the event of partial invalidity
14.1 Should individual provisions of these General Terms and Conditions of Sale and
Delivery be or become ineffective, the effectiveness of the remaining provisions shall not be
affected as a result thereof.
14.2 As a result of these General Terms and Conditions of Sale and Delivery, all General
Terms and Conditions of Sale and Delivery applicable earlier shall be set aside and replaced.