

1. Scope of application, confirmation of orders

1.1. For all transactions with the ordering party the following conditions shall apply exclusively; no other terms and conditions of the ordering party, including particular conditions of purchase, apply and are herewith excluded. Terms and conditions of the ordering party also don't become contractual content, even if TENNAX doesn't explicitly deny them. Individual terms require written notice/confirmation.

1.2. Our quotations are non-binding offers to start contractual negotiations. Quotation documents remain property of TENNAX; the ordering party waives any withholding- and ownership on these documents. Contracts become valid/ come into force through our written confirmation or through delivery. All verbal agreements require written confirmation to become valid. In case we don't respond to subsequent changes or additions it means denial.

1.3. These terms and conditions of sale are also valid for all future businesses with the ordering party.

1.4 All TENNAX quotations are non-binding and revocable at any time, unless otherwise defined within the quotation itself.

2. Prices and payment terms

2.1. All prices are in EUR and ex works Dörverden/Germany (ex works INCOTERMS 2000), exclusiv of VAT, freight, packing and insurance.

2.2. All prices are non-binding and can be changed without prior notice. Decisive only are prices shown in the order confirmation.

2.3. As a general rule we require prepayment, deliveries will only be executed after receipt of full payment.

2.4. In the case of delayed payment with amended payment terms, late payment interest will be charged at the rate of 9 percentage points over the base rate without prejudice to claims for further damages.

2.5. If between order confirmation and delivery lies a period of time of more than 4 months and labour- and material costs within this period of time change, TENNAX reserves the right in increase prices accordingly.

3. Delivery

3.1. All given delivery dates and delivery times are non-binding.

3.2. We're allowed to execute partial deliveries at any time, if this delivery is not unacceptable for the ordering party.

3.3. Unforeseen impediment to delivery such as events of force majeure, raw materials shortages, strikes, disruptions to operations at TENNAX's own premises or those of the suppliers shall entitle TENNAX to defer delivery for the duration of the event in question. In such cases, TENNAX is also entitled to withdraw from the contract if it has not yet been fulfilled. No claims for compensation may be made in this regard.

4. Product conformity, modifications in Construction and Design

4.1. TENNAX reserves the right to change product designs and construction without prior notice if such changes improve technology and/or were required in terms of conformity with laws and regulations.

4.2. Basis of the contractual product conformity are the relevant european laws, regulations and norms; Conformity with other laws, regulations and norms lies within responsibility of the ordering party.

4.3. User manuals are only provided in german and english language.

4.4. Technical consultations based upon information received from the customer regarding possible applications with our products represent non-binding recommendations.

5. Acceptance and passing of risk

5.1. The ordering party is obliged to inspect and to accept the delivered goods immediately after receipt at the place of delivery except the ordering party is temporarily prevented from accepting or inspection through no fault of his own.

5.2. Risk is passed to the ordering party with hand over of goods to the freight forwarder. In case delivery is delayed because of circumstances. In case delivery is delayed because of circumstances the ordering party is responsible for risk is passed on to the ordering party from the date of availability of goods.

6. Reservation of title

6.1. Goods remain property of TENNAX until full receipt of payment.

6.2. In case law regulations in a foreign country don't allow a reservation of title, the ordering party is obliged on his own costs to organize equivalent security for TENNAX.

6.3. In case of seizure or other forms of direction by authorities the ordering party is requested to highlight goods being property of TENNAX. A change of ownership of goods being property of TENNAX must immediately announced by the ordering party.

7. Warranty

7.1. the warranty period is 24 months from date of delivery.

7.2. On our choice we will eliminate any lack of conformity with repair or with replacement of the faulty goods.

7.3. The place of performance for warranty services is TENNAX headquarters in Dörverden.

7.4. Any expenses necessary to remedy the defect resulting from the goods being taken to a place other than the place of performance shall be borne by the customer.

7.5. The ordering party is not entitled to remedy the defect by itself or to organise a replacement and to charge such activities to TENNAX. In case of self remedy by the ordering party the warranty given by TENNAX becomes void.

7.6. Warranty doesn't apply to parts of wear and tear.

7.7. Overt defects must be reported to the freight forwarder immediately. Hidden/not obvious defects are to be reported to TENNAX after acceptance of delivery, otherwise we are freed from any liability with respect to lack of conformity.

8. Commercial trade mark rights and copyrights, confidentiality

8.1. All documents and demo units/prototypes TENNAX hands over to the ordering party remain property of TENNAX. This also applies for calculations, quotations, drawings, prototypes, test units, samples, images und equivalent documents and samples; each transfer of such documents and samples requires prior written consent from TENNAX.

8.2. TENNAX reserves property and all copyright and trade mark rights on documents and samples shown under 8.1.

8.3. The ordering party will not copy our products or will initiate copies to be done by third parties. Otherwise we are entitled to claim a penalty. Our right to claim damages according to the relevant legal regulations will be unaffected.

8.4. If an ordered product is produced based upon documents/samples from the ordering party, the ordering party is responsible and liable that this production doesn't affect any commercial trade mark rights or any other rights of third parties.

9. Disposal of used electronic equipment

We assume responsibility for the orderly disposal in Germany of delivered products as of the end of their use.

The customer informs us in writing of the end of the use of the equipment and then delivers it at his expense in a complete state to the site named by us.

The customer must contractually oblige third parties to whom he has forwarded delivered equipment to proceed in the same manner after the use of the delivered products has ended and to subject any further persons to whom they may forward it to a corresponding obligation.

The two-year period of the suspension of running of time takes effect at its earliest when a written notice of the product's redundancy reaches us from the orderer.

Disposal in countries other than the Federal Republic of Germany is the sole responsibility of the importer into the country in question, who must assume all expenses and obligations arising from the respective regulations in force in that country.

10. Place of performance, forum, and final provisions

10.1. place of performance and place of jurisdiction is Dörverden/Germany

10.2. This Agreement is governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on the International Sale of Goods shall not apply.

10.3. Should a provision of the General Business Terms be or become invalid or infeasible this will not affect the overall validity of the rest. The parties agree to replace the invalid or infeasible provision with a valid or feasible provision that corresponds to the economic purpose of the invalid or infeasible provision as far as possible.