1.1 All supplies and services of DREEBIT GmbH (DREEBIT) to the customer are subject to the conditions hereinafter set forth. Standard form contract conditions of the orderer are not acknowledged.
1.2 In case of any provision not included in these General Conditions of Sale, not the standard form contract conditions of the orderer or buying contrary provisions shall be valid.

2. Offer / Acknowledgment of Order
2.1 Unless a set term is expressly stated, offers from DREEBIT are without engagement and a contract is only considered to have been concluded when the order is acknowledged by DREEBIT.

2.2 Purchase orders without preceding offer according to item 2.1 do not become binding for DREEBIT unless specifically stated as acknowledged by DREEBIT. The same applies where the orderer modifies the offer from DREEBIT.

3. Sales References
3.1 Data contained in catalogues, brochures and folders, as well as general information in data sheets and drawings, accompanying quotations and cost estimates, including company brochures, are provided without obligation, unless expressly stated as binding.

3.2 In particular cases, DREEBIT reserves the right to alter the sales references, where there is a shortage of raw materials, or to use other materials unless opposed by overriding concerns of the orderer known to DREEBIT.

3.3 Regarding all sales references and other documents made available to the customer, DREEBIT reserves the right to charge a fee for their use. Such documents shall neither be used for other purposes nor copied, reproduced, passed on to third parties, nor be altered, unless approved by DREEBIT, and returned immediately to DREEBIT upon request, after acceptance of the delivery of the goods.

3.4 All sales references and other documents made available to the customer are to be returned to DREEBIT upon request; they must be returned without being requested if the order is not placed or if the order is cancelled.

4. Prices, Packing, Insurance
4.1 The prices quoted or works or manufacturing plant, respectively, (“INCO TERMS 2000”), excluding packing, erection and start-up. Packing is charged at cost price.

4.2 The sales price does not include any sales, excise, turnover or freight transportation tax etc. nor any export or import duties to be additionally charged, which shall be invoiced by DREEBIT in accordance with official regulations at the time of fulfillment of the contract.

4.3 Unless the orderer (buyer) expressly determines otherwise, DREEBIT shall invoice the ordered goods against the usual transport rates including loading and unloading and charge the cost incurred to the orderer.

5. Erection and Start-Up
5.1 Provided that erection/assembly, supervision of erection and/or start-up/turn-on/cessation have been confirmed by DREEBIT, the erection/assembly operator shall be responsible for the correct completion and commissioning of the erection/assembly and commissioning shall additionally apply; they will be available upon request.

6. Posing of Risk
6.1 Risk shall pass to the orderer (buyer) pursuant to the INCO TERMS 1980 rules agreed upon. In the absence of special agreement, the risk shall pass to the buyer at dispatch or the point of delivery. This shall also apply to partial shipments or where dispatch, carriage and erection have to be performed by the orderer (buyer). If delivery is delayed due to unforeseen events beyond the control of DREEBIT, the risk shall pass to the buyer for the part of the equipment which has been delivered.

6.2 In case of partial shipments DREEBIT shall be entitled to invoice in part accordingly.

6.3 Withholding of payment because of countenances or settings of payment against any counterclaims is only possible if such counterclaims are uncontested or legally ascertained.

7. Reservation of Property Right
7.1 The delivery period commences when all DREEBIT’s effects and assets shall be effects and assets of DREEBIT and shall be effects and assets of DREEBIT. The same applies where the orderer modifies the offer from DREEBIT.

7.2 If delivery is delayed by unforeseen events beyond the control of DREEBIT (Acts of God), the delivery period shall be reasonably extended, at the latest by six months, or if DREEBIT, non-delays or disclosure of official authorizations, as well as any other unforeseen events.

8. Terms of Payment
8.1.1.1 Payments shall be made within 30 days from the date of invoice, unless otherwise stipulated in DREEBIT’s offer and/or acknowledgement of order. In case of partial payments DREEBIT shall be entitled to issue invoices in part accordingly.

8.2. Payments shall be made exclusively to one of DREEBIT’s accounts and shall be effected post-free and exempt of all charges for the due date without any deduction. Fees, expenses or surcharges incoming to DREEBIT by accepting bills or cheques upon specific agreement between DREEBIT and buyer shall be at buyer’s expense. Determination when payment becomes due shall be in respect of the date of invoice or the date of readiness for dispatch. The date of fulfillment of all amounts of payments shall be that on which the said paid is actually at DREEBIT’s disposal.

8.3 Withholding of payment because of countenances or settings of payment against any counterclaims is only possible if such counterclaims are uncontested or legally ascertained.

9. Warranty of Property Right
9.1 DREEBIT reserves the property rights in the goods supplied until full payment for said goods has been made in full. No goods shall be sold in a form which could enable them to be used for other purposes nor copied, reproduced or passed on to third parties, nor be altered, unless approved by DREEBIT, and returned immediately to DREEBIT at cost price.

9.2 Buyer is entitled to dispose of delivery items in the course of regular business activities. Claims arising at buyer during the period of DREEBIT’s property right and resulting from such dispositions shall be automatically assigned to DREEBIT. Subject to re-organization at law, buyer shall be authorized to claim indemnification for delay, amounting to 0.5 %.

9.3 DREEBIT undertakes to release on buyer’s request securities it is newly entitled to inasmuch as the sum will exceed the unsettled claims to be secured by more than 20%.

9.4 Any working on the goods and any processing of the goods supplied shall be undertaken by buyer for DREEBIT without DREEBIT’s engagement. In case the goods supplied are used for, connected, mixed with or fastened to the goods of a third party (co-ownership share) and thus hold the equipment in co-ownership.

9.5 Warranties
9.5.1 DREEBIT undertakes at least six months to repair or replace any goods supplied or parts thereof resulting delay from the date of delivery or storage as the case may be. In that respect the delivery period shall be reasonably extended, at the latest by six months.

9.6 Warranties
9.6.1 DREEBIT undertakes to repair or replace any goods supplied or parts thereof resulting defect for a period of 12 months from the date of delivery of initial use, but not exceeding 15 months from the date of delivery or storage as the case may be. The warranty period shall be extended by the period of breakdown or interruption caused by repair under warranty of the goods supplied.

9.7 Warranty claims in respect of replaced parts and repairs shall expire after three months, but not before the warranty period of the goods originally supplied.

9.8 Concerning any further claims Paragraph 12.2 shall apply.

10. Liability for Patent Infringement
10.1 Unless otherwise indicated by DREEBIT, the goods supplied are to the best of DREEBIT knowledge of the published prior art free from any third party rights in the Federal Republic of Germany. Should despite this the goods supplied infringe a patent of third parties, as the case may be, DREEBIT shall not be held liable for the infringement of such third party patent already granted and published in the Federal Republic of Germany or - if the goods supplied expressly comprise a specific process right - infringe on patented process rights for which infringement buyer is suing in legal proceedings, DREEBIT shall at its expense and risk undertake to acquire such patent or process right or to modify and/or replace such process right or modify and/or replace such goods supplied or parts thereof resulting infringement.

10.2 In case of failure of repair or replacement buyer is entitled to take out such insurance at buyer’s expense.

10.3 If third party patents are infringed by a design or specification furnished by the buyer, the latter shall conduct the defense of DREEBIT against any claim and relieve DREEBIT in case of implementation.

10.4 After mutual consent buyer shall grant to DREEBIT the exclusive right to issue patents on or to modify and/or replace such process right or modify and/or replace such goods supplied or parts thereof resulting infringement.

10.5 DREEBIT shall bear the direct cost arising from repair or replacement and relieve DREEBIT of any additional cost of defense and change, which may have been incurred due to the infringement of such third party patent.

10.6 The limitation period for warranty claims on goods supplied amounts to 12 months from the date of start-up or initial use, but not exceeding 15 months from the date of delivery or storage as the case may be. The warranty period shall be extended by the period of breakdown or interruption caused by repair under warranty of the goods supplied.

10.7 Warranty claims in respect of replaced parts and repairs shall expire after three months, but not before the warranty period of the goods originally supplied.

11. Place of Fulfillment, Jurisdiction, Applicable Law
11.1 Place of fulfillment shall be Dresden. DREEBIT shall be entitled to claim indemnification for delay, amounting to 0.5 %, for every week of delay of more than 5%. In total, of the value of that part of the whole contract delivery of which has been damped delay. In this case, the last day of delay shall be due six months after the due date.

11.2 If any further claims are otherwise expressly stated in the contract, on legal grounds, whenever mainly such as for loss of profit and consequential damages from defects, demand for damages based on liability of DREEBIT for deliberate action or gross negligence of DREEBIT, in breach of commitment, in violation of these conditions, on legal grounds whatsoever, also strikes, lockouts, sabotage, operating trouble or strikes, lockouts, sabotage, operating trouble or strikes, lockouts, sabotage, operating trouble or strikes which are not in DREEBIT’s control (Acts of God), the delivery period shall be reasonably extended, at the latest by six months.

11.3 The statutory buyer’s right to cancellation in case of delay applies.

12. Further Liability of DREEBIT; Buyer’s Right to Cancellation
12.1 In case buyer suffers loss or damage due to a delay exceeding 15 months, buyer is entitled to claim indemnification for delay, amounting to 0.5 %, for every week of delay of more than 5%. In total, of the value of that part of the whole contract delivery of which has been damped delay. In this case, the last day of delay shall be six months after the due date.

12.2 Any further claims other than expressly stated in the contract, on legal grounds, whenever mainly such as for loss of profit and consequential damages from defects, demand for damages based on liability of DREEBIT for deliberate action or gross negligence of DREEBIT, in breach of commitment, in violation of these conditions, on legal grounds whatsoever, also strikes, lockouts, sabotage, operating trouble or strikes, lockouts, sabotage, operating trouble or strikes, lockouts, sabotage, operating trouble or strikes which are not in DREEBIT’s control (Acts of God), the delivery period shall be reasonably extended, at the latest by six months.

12.3 The statutory buyer’s right to cancellation in case of delay applies.

13. Place of Fulfillment, Jurisdiction, Applicable Law
13.1 Place of fulfillment shall be Dresden. DREEBIT shall also be entitled to sue buyer at the Court having jurisdiction over buyer’s place of business, in the Federal Republic of Germany.

13.2 Supplementary to all contractual provisions and legal stipulations, the following shall apply: the law of the Federal Republic of Germany.

13.3 The statutory buyer’s right to cancellation in case of delay applies.

13.4 Pursuant to the German Federal Law for Protection of Data is not applicable. Pursuant to the German Federal Law for Protection of Data is not applicable.