

General Terms and Conditions of INSEVIS Gesellschaft für industrielle Systemelektronik und Visualisierung mbH

1. General

1. The following General Terms and Conditions of INSEVIS Gesellschaft für Systemelektronik und Visualisierung mbH, later on referred as INSEVIS GmbH, shall apply for all present and future orders, deliveries and services (later on referred as deliveries), unless expressly otherwise agreed by written contract.
2. INSEVIS does hereby expressly object to any conflicting or differing terms and conditions of contractual partners in case of deviations, supplements etc.

2. content of the contract, scope of delivery, partial deliveries

1. The offer or order confirmation of INSEVIS GmbH is decisive for the scope of delivery.
2. All regarding concepts, wiring diagrams, drawings, samples, software and other documents INSEVIS GmbH hereby claims its rights of ownership and copyrights in their entirety. All these documents may only be made accessible to third parties with the prior written consent of INSEVIS GmbH. If the order is not awarded to the INSEVIS GmbH, all concepts, wiring diagrams, drawings, samples, software and other documentation what are part of the offer of INSEVIS GmbH must be returned immediately or destroyed beyond repair. Documents that were handed over to INSEVIS GmbH can be forwarded to third parties by INSEVIS GmbH as far as the company transfers deliveries to such third parties in a permissible way.
3. INSEVIS GmbH is entitled to do partial deliveries, as far as it is reasonable for the customer.

3. Delivery period, termes of delivery

1. Delivery dates and deadlines are not binding for INSEVIS GmbH and under exception to be self supplied, unless it is agreed by contract that they are binding.
2. Any circumstances beyond the control of INSEVIS GmbH, which occur either in their own business or in the business of a supplier of INSEVIS GmbH can expand delivery period. If the performance of services by INSEVIS GmbH therefore becomes impossible or is seriously impaired, INSEVIS GmbH is allowed to cancel the contract complete or in parts. The customer is entitled to cancel the contract if INSEVIS GmbH does not perform the delivery after a written reminder until the end of a new appropriate deadline set by the customer.
The compliance with expressly agreed delivery deadlines depends on getting supported with all necessary documents, permits and clearances etc. by the customer. INSEVIS GmbH is entitled to have a right of retention despite a contractual delivery date in case due receivables from prior deliveries have not been settled by the contractual partner.
3. If the delivery is delayed due to reasons for which the contractual partner is responsible the INSEVIS GmbH, can charge 1% of the total sum of their order acknowledgement, starting 14 days after readiness for dispatch as storage fee up to max. 10% of the whole amount, except INSEVIS GmbH can establish higher costs for theirself.

4. termes of payment, prohibition of compensation, pass of risks

1. All prices of INSEVIS GmbH are EXX (Incoterms: ExWorks). All costs for shipment, packaging and insurance will be charged separately. The VAT will be charged for all deliveries and invoices in Germany. INSEVIS GmbH is allowed to charge 10,00 EUR per payment reminder.
2. A compensation by the contract partner is only valid, when there exist undoubted receivables against INSEVIS GmbH.
3. The risk passes over to the contract partner – also while FOB shipment, compensation or rework delivery– as INSEVIS GmbH handles over the shipment to freight carrier.
4. If the customer returns a delivery he cares for all risks until shipment will be handled over to INSEVIS GmbH in their offices

5. Reservation of title of ownership

1. INSEVIS GmbH now and in further cases only delivers on the basis of the following reservation of title.
2. All deliveries are effected under reservation of title. INSEVIS GmbH will remain the owner of the delivered goods until all accounts have been paid completely.
3. As long as the ownership title has not been transferred, the customer is not entitled to pledge or assign as security or to resell these deliveries.
4. As long as the ownership title has not been transferred, the customer takes over all responsibility for insurance, storage etc. for the delivery of INSEVIS GmbH.
5. In case of a insolvency or a compulsory execution, the competent authorities have to be informed about the ownership title of INSEVIS GmbH. The contractual partner is liable for all damages resulting from neglect as well as for intervention expenses
6. The customer is entitled to resell the goods subject to reservation of title in the normal course of business. The customer has to assign all purchase price and earnings etc. from the resale of these delivery subject to reservation of title to INSEVIS GmbH in that amount, what the invoicing value is.
7. The manipulation or transformation of the purchased item by the customer is always in the name and on behalf of INSEVIS GmbH. If the purchased item is processed with other objects not belonging to INSEVIS GmbH, the INSEVIS GmbH may acquire a joint ownership in the new item in the same ratio as the value of the purchased item is to other processed objects at the time of processing together.
8. INSEVIS GmbH will release the securities to which INSEVIS GmbH is entitled, provided that their value exceeds the secured outstanding dues by more than 20%.

6. Claims for damages

1. INSEVIS GmbH excludes all claims of the contractual partner, especially liability for damages and covering of costs. It is not valid if this is agreed expressly in written contracts. or if an exclusion of liabilities is prohibited by law, e.g. in the event of willful intent or gross negligence or in case of harm to life, health and body or according to the product liability law.
Any other liability of INSEVIS GmbH, in particular claims for damages and reimbursement of expenses by the contractual partners, shall be excluded. Hereby INSEVIS GmbH accepts this exclusion.
2. Contract penalties are not valid unless expressly otherwise agreed in a written contract.

7. Limitation period, suspension of the limitation period

1. The limitation period for warranty claims and other claims against INSEVIS GmbH is twelve months starting with the date of delivery.
2. If there are agreed shorter limitation periods, such shorter limitation period are valid. A shortening of the limitation period is not allowed, if this is excluded by law, e.g. by of fraudulent concealment of a defect.
3. The legal regulations on suspension of limitation are not be affected by this. Settlement negotiations are declared as terminated if INSEVIS GmbH does not reply a writing to the contract partner after a period of 8 weeks.

8. Warranty

1. A warranty beyond the legal warranty regulations is only be granted if such warranty is expressly stated in a written contract.
2. The goods supplied by INSEVIS GmbH must be inspected immediately after receiving the shipment. INSEVIS GmbH must be informed in written way immediately after inspection of the delivery and identification of any defects. Possible hidden defects needs to be communicated to INSEVIS GmbH in written way as soon as they have been discovered.
If such notification is not made in time, the delivery is accepted by the customer.
3. In case the notification of defects in time, INSEVIS GmbH is entitled to either rectify the defects, to deliver a replacement or to render a faultless service. The right of the contract partner of reduction of the purchase price is not affected by unsuccessful

- rectification or cancellation of the contract.
4. In following cases, warranty or a written guarantee is excluded, unless the defect was fraudulently concealed:
 - faulty storing, installation or handling by the customer or third parties or resulting by improper use.
 - incorrectly repairs or repair attempts or other interventions by the customers or other persons not authorised by INSEVIS GmbH
 - non-observance of storage or operating instructions or other instructions given by the authorised employees of INSEVIS GmbH
 - insufficient maintenance by the customer
 - using unsuitable or inferior replacement parts
 - wear, humidity, strong heating of rooms or other effects of weather and temperature
 - insignificant deviation from the agreed characteristics or impairment of serviceability
 - insignificant deviations from the specifications in catalogues, advertising materials, samples etc.
 5. For second-hand goods supplied by INSEVIS GmbH no warranty is granted. Second-hand goods are sold as seen.
 6. In case the notification of defects was not justified, INSEVIS GmbH is allowed to claim compensation for the costs and expenses charged by the contract partner.
 7. If a software, developed by INSEVIS GmbH themselves, part of the purchased goods, INSEVIS GmbH grants no warranty for its functionality without failures and for working in all combinations chosen and applied by the customer. In case of important software failures, INSEVIS GmbH entitles the right to clear this failure by installation of an other software version or by hints to prevent the effects of this failure.

9. Impossibility of performance, adaptation of the contract

1. If it becomes impossible for INSEVIS GmbH to fulfill the agreed delivery, the general legal principles are valid as follows:
2. If INSEVIS GmbH is responsible for the impossibility, the contract partner is entitled to charge a claim for damages. These charge is limited to maximal 10% of the value of this part of the delivery that could not be used due to the impossibility of performance. Any claims for damages exceeding the value for more than 10% are excluded. This is not valid for willful intent or gross negligence, where liability is mandatory, or in case of harm to life, health and body.
3. In case unforeseeable events change the economic importance or the content of the delivery or affect the business operations of INSEVIS GmbH, the contract ist to be adapted accordingly by INSEVIS GmbH.
If this is not economically possible, INSEVIS GmbH has the right to withdraw from the contract. In this case INSEVIS GmbH hast to inform the contract partner immediately.

10. Authorisations, foreign countries

1. INSEVIS GmbH is responsible or liable for possible official authorisations (e.g. export licences) that may be required. It is up to the contact partner to care for all export provisions, restrictions and all other provisions of the foreign trade legislations. The contract partner is responsible for all required notifications and to provide all required information and to make all other necessary declarations to foreign authorities duly and completely and to inform INSEVIS GmbH, if their delivery will be used for chemical, biological ord nuclear weapons, rocket technology or other military technology.
2. The contractual partner shall pay all required customs duties, taxes or levies which may arise from a delivery into or the rendering of a service in a foreign country. For additional efforts, delays or cancellations of the shipment by INSEVIS GmbH because of legal policy and precedures by respectively national law any compensation is excluded.

11. Place of jurisdiction, place of performance, applicable law

1. If the contractual partner is a merchant, the only local and international place of jurisdiction for all disputes regarding the contract directly or indirectly is the registered office of INSEVIS GmbH.
2. For the relationship of the contract partners German substantive law is valid only.
3. The place of performance for deliveries of INSEVIS GmbH is the registered office of INSEVIS GmbH.

12. Other provisions, validity of the contract, authorisations

1. Should one or several provisions of the contract, including these General Terms and Conditions, be invalid, the validity of the contract or the General Terms and Conditions as a whole shall not be effected. In this case, the parties undertake to replace the invalid provision by a valid one which comes closest to the economic purpose of the invalid provision. The same shall be done in case of contractual gaps.
2. Changes and amendments to the contract must be effected in writing in order to be effective.