

1. These terms and conditions apply to all deliveries – even future ones, provided nothing else has been agreed to the contrary. Other deviating business conditions of the buyer shall have no validity.
2. Our offers are subject to confirmation. The contract will become binding upon our written order confirmation. Should delivery be effected before the buyer is sent any prior confirmation, the contract will materialise upon acceptance of the delivery under these business conditions. Slight deviations from the description of the offer shall be considered as approved and shall not have any effect on the fulfilment of the contract provided the deviation is not unreasonable for the buyer. This applies in particular to deviations in measurements, colours and in case of alterations and improvements made in order to adapt the goods to state-of-the-art developments in technology and production. An exercise risk is not taken over upon materialisation of the contract.
3. Delivery dates quoted are non-binding. In case of force majeure (such as operational disorders due to water, fire, breakdown of production plants and machines, energy, transport facilities etc., no matter whether these occur on our premises or those of our own suppliers or sub-suppliers) the delivery date will be extended at our discretion by a reasonable period until the discontinuation of the force majeure. Before payment of due invoice amounts including default interest we are not obliged to effect further deliveries in connection with any possible running contracts. In case of non-compliance with a delivery date or the impossibility of performance through our own fault the buyer is entitled to withdraw from the contract in case of delay and as far as legally permissible, after granting us a reasonable period of grace.
4. The dispatch of goods is effected to the address of the customer whereby the choice of transport route, the transport means and the freight carrier shall be reserved to Globoccess. Transport is effected for the account and at the risk of the seller. The agreed prices are to be understood up to handover to the customer plus currently valid rate of value added tax; they include packaging customary in the trade and suitable for normal dispatch/transport. We shall generally insure the goods against damage and loss during transport up to the point of transfer of risk. All customs, fees and stamp duties incurred during export shall be for the account of the buyer. We will assist the buyer with the procurement of documents that are issued in the supplier country and that the buyer requires for export purposes.
5. The invoice amount is due the same day of delivery and installation of the goods or granted payment terms of down payment. A delay in payment in constituted as from the due date of the amount outstanding and we are then entitled to claim default interest at a rate of 8% above the corresponding basic interest rate. The Globoccess AG can demand from the buyer that he provides an irrevocable and confirmed Letter of Credit, a bank surety or a bank guarantee as security for payment 2 weeks before the delivery date. Default of payment begins upon due date. Should the order amount exceed an amount of 20,000,- €, Globoccess AG is entitled to demand an advance payment amounting to 50 % of the agreed purchase price. Should the order amount exceed an amount of 40,000,- €, Globoccess AG is entitled to demand an advance payment amounting to 40 % of the agreed purchase price after the order, another 40% on ready to ship date and the rest amount of 20 % on installation date.
6. All goods supplied shall remain our property until full payment of all claims resulting from the business relationship with the customer. In case of delay in payment or an endangerment of our claim of any kind whatsoever which includes a considerable deterioration of the financial standing of the customer, he is obliged to surrender the goods to us upon demand. This demand for surrender shall give rise to a declaration of withdrawal that refers to the offer we submitted.  
The buyer is entitled until further notice to sell the goods that are still reserved as our property in the course of proper business management, but not to assign them or to transfer them as security. He is obliged to sell the goods reserved as our property only under retention of title if the item is not paid immediately by the recipient. The right to sell such goods expires upon default of payment or upon endangerment of our claim in any form whatsoever. The buyer shall immediately assign to us in advance all claims against his recipients arising in his favour from the sale including all ancillary rights. The buyer is obliged to insure all goods belonging to us against all storage risks and to present to us upon request evidence of the closing of a corresponding insurance contract. He shall immediately assign to us any insurance claims or other claims for compensation arising from the destruction or deterioration of the goods reserved as our property. He shall inform us without delay of any distraint or other encumbrance on the goods reserved as our property or of any claims by third parties assigned to us and shall assist us in the enforcement of our rights, in particular he shall take the necessary legal measures to assert our rights. Any subscription rights granted will be released upon request at our discretion in as far as the realisable value exceeds the asserted claims by more than 20%.
7. We accept liability for defects proven to exist at the time of transfer of risk. The liability for defects in quality will be effected at our discretion by later fulfilment i.e. by repairing the defective item or delivering a replacement that is free of defects. We expressly reserve the right to reasonable tolerances in particular in the measurements, colours and amendments to adapt the goods to state-of-the-art technology and production. Should this later fulfilment fail, the buyer is entitled to demand a reduction of the purchase price or even withdrawal from the contract. The later fulfilment can be considered as failed if several attempts were made to carry it out without success and a further attempt cannot reasonably be accepted by the buyer. Claims for defects in quality are limited to 12 months after delivery to the customer. Later fulfilment shall not lead to an extension of the limitation period. Claims on the part of the buyer on the quality guarantee are excluded in case the defects are obvious and the buyer has failed to notify us and enforce his claim in writing immediately upon receipt of the goods. Concealed defects should be notified in writing immediately after their discovery. Defects that have occurred as a result of unsuitable or improper use or treatment of the item supplied, defective assembly or operation by the buyer or third parties and of natural wear and tear, do not fall under a quality guarantee. In case of amendments or maintenance work undertaken by the buyer or third parties, liability for the consequences incurred is excluded. At the same time any guarantee of quality is eliminated. Before later fulfilment we should be given the opportunity to inspect the rejected goods.
8. We shall not accept any liability for damage caused by simple negligence, unless we are charged with intent or gross negligence, also in the course of the compulsory limitations of the product liability laws and in the case of breach of major contractual obligations up to the amount of unforeseeable damage typical for the contract. Progressive claims such as claims for compensation for damage incurred as a result of belated delivery or of non-fulfilment, in particular claims for compensation for indirect damage, are excluded. We shall only be liable for the recovery of data if the customer has ensured that these data are held in readiness in machine-readable form and are reproducible at justifiable expense.
9. Usually the item we have supplied and also the permanent relinquishment of software and the temporary up-dating of the same is dependent on the supply contract. With the software provided the customer acquires the right to use it on one unit only. A copy may be produced only for the sole purpose of backing up the programme. The customer is entitled to sell the software or to give it away, provided the third person acquiring it declares his agreement with the above-mentioned terms and condition. In case of such deliverance, the buyer is obliged to delete the software on the hardware used by the customer, to pass on backup copies and to delete copies not handed over.
10. The data of the customer are subject to data processing for the purpose of handling the order and of compiling sales statistics.
11. Sole jurisdiction for all disputes between the parties arising from this contract is Hamburg/Germany unless the law explicitly prescribes a different venue. All contracts concluded with us shall be governed by German law.  
Should any clause of these conditions be or become fully or partly invalid, this will have no effect on the validity of the remaining conditions. We are entitled to amend these conditions from time to time. These amendments will apply upon receipt by the buyer unless he objects immediately in writing.