Terms and Conditions of Sale and Delivery
Plasmatreat Asia Pacific Pte Ltd

I. Validity of the conditions

1. We conclude exclusively according to our following terms of delivery. They shall also apply to all future business relations, even if they are not expressly agreed again. Deviations from these conditions are only effective if we confirm them in writing. Business conditions of the customer which we do not accept in writing are not binding for us, even if we do not expressly object to them.

2. Our terms of delivery shall only apply to companies within the meaning of § 14 BGB (German Civil Code), to legal entities under public law or special funds under public law.

3. The written form within the meaning of these terms and conditions shall be maintained by the text form.

4. For rental systems our rental terms apply.

II. Offers, scope of delivery

1. Our offers are subject to change without notice. Verbal and telephone agreements require our written confirmation to be valid.

2. The documents belonging to our offers, such as illustrations and drawings as well as weight and dimensional data, are only approximate unless we expressly designate them as binding. Only our order confirmation is decisive for the quality of the delivery item. We reserve the right of owner ship and copyright to cost estimates, drawings, parts lists, models, circuit diagrams, computer software and other documents. These documents may not be made accessible to third parties without our consent.

3. The delivered parts comply with the standards and regulations applicable in the Federal Republic of Germany. If the customer wishes to comply with special operating equipment regulations, he must specify these in the order.

4. The scope of delivery is determined by our written order confirmation. If no such confirmation is available, our offer is decisive. Additional agreements and amendments must be confirmed in writing.

III. Prices and terms of payment

1. The price stated in our order confirmation or, if no such confirmation is issued, the price stated in our offer shall be decisive. If more than four months elapse between the conclusion of the contract and the notification of readiness for delivery to the customer, we are entitled to adjust prices if we can prove to the customer that material or wage costs have increased accordingly. The possibility of an amicable price adjustment remains unaffected.

2. Invoices are payable immediately net. We are not obliged to accept cheques and bills of exchange.

3. If it becomes apparent after conclusion of the contract that our claim to payment is jeopardised by the customer's inability to perform, we may refuse to perform our obligations and set the customer a deadline for payment concurrently with delivery or for the provision of security. In the event of the unsuccessful expiry of this period, we shall be entitled to withdraw from the contract and to demand compensation for damages. The setting of a time limit is dispensable if the customer seriously and finally refuses payment or if special circumstances exist which justify our immediate withdrawal after weighing the interests of both parties.

IV. Delivery time

1. The deadlines stated in our order confirmations or otherwise agreed with the customer are decisive. Compliance with these deadlines is subject to the timely receipt of all documents, approvals, releases and components to be supplied by the customer and clarification of all technical questions. A further prerequisite is that the agreed terms of payment (e.g. for a down payment) and other obligations are met. If these conditions are not met in time, the delivery period shall be extended by the duration of the delay.

2. The delivery period shall be deemed to have been met if the operational consignment is dispatched or collected within this period. If the delivery is delayed for reasons for which the customer is responsible, the deadline is deemed to have been met if notification of completion or readiness for dispatch is given within the agreed period.

3. Partial deliveries are permissible to an extent reasonable for the customer.

4. If we are prevented from fulfilling our obligations due to the occurrence of unforeseeable extraordinary circumstances which we could not avert despite reasonable care according to the circumstances of the case—regardless of whether they occurred in our factory or at our suppliers for example, operational disruptions, official intervention, delays in the delivery of essential raw materials and building materials, energy supply difficulties, the delivery period shall be extended by the duration of the hindrance, unless the delivery or performance is impossible. If delivery or performance becomes impossible due to the above-mentioned circumstances, we shall be released from the delivery obligation.

5. Even in the event of strike or lockout, the delivery period shall be extended to a reasonable extent. If the delivery or service becomes impossible, we are released from the delivery obligation. If the acceptance of the delivery and service is unreasonable for the customer due to the duration of the prevention, he is entitled to withdraw from the contract. The assertion of claims for damages is excluded.

6. If the aforementioned circumstances occur with the customer, the same legal consequences shall also apply to his obligation to accept delivery.

7. We can only refer to the circumstances mentioned here if we inform the customer immediately.

8. If dispatch or delivery is delayed at the customer's request, we may charge storage fees in the amount of half a percent of the net invoice amount for each month or part thereof, beginning one month after notification of completion or readiness for dispatch. The storage fee is limited to five percent of the net invoice amount, unless we can prove higher costs.

V. Packaging

1. We pack the delivery items properly and at our reasonable discretion.

2. All articles are weighed and invoiced gross for net in packaging customary in the industry.

VI. Dispatch and transfer of risk

1. The risk shall pass to the customer upon dispatch. If dispatch is delayed for reasons within the sphere of influence of the customer or his vicarious agents, the risk shall pass to the customer on the day of notification of readiness for dispatch. If the goods are delivered by our vehicles/employees, the risk shall pass to the customer upon completion of the unloading process.

2. In principle, we ensure the entire shipment at the customer's expense by means of a transport insurance policy customary in the industry, including loading and unloading as well as taking the goods to the place of installation immediately after unloading. Further insurances will only be taken out at the written request of the customer and against advance payment.

VII. Installation and assembly

1. If installation and assembly by us has been agreed, the customer has the following obligations to cooperate:

   The customer shall provide auxiliary teams such as henchmen and— if requested by us— electricians, locksmiths or other skilled workers together with the required number of tools.
   All ancillary work outside the industry, including the necessary parts, shall be organised or provided by the customer.
   The customer shall provide protective clothing and protective devices which are not customary in our industry as a result of special circumstances at the installation site.
   The customer shall draw our attention to special safety precautions.

2. If the installation, assembly or commissioning is delayed due to lack of proper preparatory work on the part of the customer or due to other circumstances for which we are not responsible, the customer shall bear the costs for waiting time and other necessary travel by our employees.

3. Upon completion of the assembly, the customer shall provide our employees with a written certificate of completion of the installation or assembly.

4. We shall not be liable for the work of our assembly personnel and other vicarious agents, unless the work is related to the delivery and assembly or erection.

5. We are also not liable for work carried out by our assembly personnel or other vicarious agents on the instructions of the customer.

6. If we have taken over the installation or assembly against individual invoicing, the customer shall remunerate these according to the rates agreed upon when the order was placed, including any surcharges.

7. In any case, the customer shall bear the travel expenses, costs for the transport of tools and the personal luggage of our employees as well as the release for working hours and rest and public holidays.

8. The customer undertakes to provide our employees on site with a lockable room for storing tools etc. and work clothing.

VIII. Retention of title

The delivered goods remain our property until the agreed price has been paid in full, including all claims arising from the business relationship and future claims, and until bills of exchange and cheques have been honoured.

IX. Rights of the customer in case of defects

1. We hereby assign our claims against suppliers of essential third-party products to the customer. The customer can only hold us liable for defects of essential third-party products if a previous—possibly judicial—claim against the third-party supplier was unsuccessful.

2. We are not liable for the suitability of the goods for the purposes intended by the customer. As far as we advise on application technology, we are liable for intent and gross negligence.

3. In case of justified notices of defects, we have the right, within a reasonable period of at least 14 days, to choose between repair or replacement. If the supplementary performance fails (in case of rectification after two attempts), the customer may reduce the price or—if the breach of contract is not only minor—withdraw from the contract. In addition, the customer may be entitled to claim damages or reimbursement of expenses. If the customer withdraws from the contract, he must return the delivery item to us and—regardless of other claims—pay an appropriate fee in the amount of the usual rent for the time of use.

4. Claims of the customer due to the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs are excluded, insofar as the expenses increase because the delivery item has been subsequently transported by the customer or a third party to a place other than the place of delivery, unless the transport corresponds to the intended use of the delivery item or was agreed with us when the contract was concluded.

5. Claims of the customer due to defects shall become statute-barred after 12 months. This does not apply insofar as the law in §§ 438 para. 1 no. 2, 479 para. 1 and 634 a para. 1 no. 2 BGB (German Civil Code) prescribes longer periods, namely for buildings and items for buildings, recourse claims and building defects.

6. Claims for damages due to material defects are limited as follows:
We shall not be liable for slightly negligent breach of insignificant contractual obligations. Our liability for consequential damage caused by defects is excluded except in cases of intent or gross negligence.
Insofar as we are liable for consequential damage caused by a defect, liability is limited to foreseeable damage that cannot be attributed to exceptional circumstances.

X. Limitation of liability, compensation

1. The following restrictions apply to our contractual and non-contractual (tortious) liability as well as liability for fault at the time of conclusion of the contract. The burden of proof for the facts justifying a limitation of liability or an exclusion of liability lies with us.

2. We shall not be liable for the slightly negligent breach of insignificant contractual obligations. In the case of a slightly negligent breach of essential contractual obligations, the claim for damages shall be limited to the foreseeable damage typical for the contract.
In the case of grossly negligent breach of non-essential contractual obligations, we shall be liable for the foreseeable damage typical of the contract. Essential contractual obligations are those whose fulfilment carries the contract and on whose compliance the customer may rely. In case of slightly negligent breach of duty due to delay, our liability is limited to 5% of the net purchase price.

XI. Infringement of industrial property rights

1. If an industrial property right is infringed by the contractual use of the delivery item by the customer, we shall indemnify the customer from all payment obligations which have become res judicata or which have been comparatively agreed with our written consent. The release requires that the customer immediately notifies us in writing of all claims asserted against him and of any extrajudicial or judicial proceedings initiated against him, authorises us to conduct the legal dispute and provides us with comprehensive support.
The indemnification is limited to those expenses which the customer necessarily incurred from or in connection with the claim by a third party.

2. We are entitled, at our discretion, to procure the right for the customer to continue to use the delivery item, to exchange it or to modify it in such a way that an infringement of property rights no longer exists. If this is not possible under economically reasonable conditions, we may withdraw from the contract.

3. We shall be liable for infringements of property rights in accordance with clause IX. 6. clause IX. 5. shall apply accordingly to the limitation period.

4. The above limitations of liability according to clause X. remain unaffected.

XII. No Re-Export to Russia or Belarus

1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:

   (i) termination of this Agreement; and

   (ii) a penalty of the total value of the goods delivered.

5. The Buyer shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information."

XIII. Confidentiality

The customer undertakes to keep secret and not to disclose to third parties the know-how, in particular regarding the composition of the materials used, which we have provided to him in the course of the performance of the contract. The customer shall also impose this obligation of secrecy on his employees or other third parties who come into contact with the relevant information and data.

XIV. Place of performance, place of jurisdiction and applicable law

1. Place of performance for all obligations arising from the contractual relationship is Singapore.

2. Place of jurisdiction for all disputes arising from the contractual relationship, if the customer is a merchant, a legal entity under public law or a special fund under public law, is Singapore. However, we shall be free to call upon the court responsible for the customer's registered office.

3. Singapore law applies exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention) is excluded.

XV. Data protection

The data protection information on our homepage applies.