1. Scope of Application: Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefore, including any general conditions of purchaser, shall only be considered as part of the contract if they have been confirmed in writing. If goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law, these terms cannot be the basis for a contract.

2. Offers, Contracts: Our offers are made subject to confirmation. A contract is only concluded when we give order confirmation in writing or when orders are fulfilled by us.

3. Form: (a) For purposes of these Conditions of Sale, (a) "in writing" means in text form (including email, facsimile, computer-generated letters and telegrams), and (b) "written form" means a handsigned document. Any amendment or supplement to the contract conditions of sale including any termination of the contract must be made in written form.

3.2 Or declaratives made by us in writing. (i) Prices agreed in written form are quoted ex works and do not include the packaging costs. Value added tax shall be payable additionally.

5. Payment, Set-off: (a) Unless agreed otherwise in writing, payment to us by purchaser shall be effective latest three (3) weeks after the delivery or performance of services.

(b) Set-off by purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

6. Delivery: Unless otherwise agreed in written form, the place of delivery or performance by us shall to a reasonable extent be permitted.

8. Delivery Schedules, Delay: (a) If we fail to fulfill the agreed schedules of delivery or performance or other contractual obligations on time, purchaser shall grant us in writing an additional reasonable period for delivery or performance of reasonable length, such period to be at least three (3) weeks.

(b) If delivery or performance does not take place by the end of the additional delivery or performance period, purchaser shall be entitled to rescind the contract or request us to continue the delivery/performance. Purchaser shall, upon our request, notify us in writing within a reasonable time period, whether purchaser intends to rescind the contract or intends to continue the delivery or performance 
ergy performance by us. If Purchaser insists on delivery/performance, purchaser shall be granted a further reasonable period for delivery or performance.

9. Transport Insurance: Unless otherwise agreed in written form, we are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser. Any costs due shall be at least equal to the invoiced value of the goods.

10. Retention of Title: (a) The goods sold shall remain our property until all our claims against purchaser for the purchase price and all claims arising out of, or in connection with, the delivery of new products or services have been paid in full. If goods are mixed with other goods, our property in the new products representing the invoiced value of our goods in relation to the total value of the resulting new products.

(b) In the event our goods are combined with goods of purchaser or of any third party, purchaser hereby assigns to us its rights with regard to the new product. If purchaser combines or mixes our goods with goods of a third party for payment, purchaser hereby assigns to us its right to payment from such third party.

10.4 Purchaser may, in the ordinary course of its business, resell any goods which have been processed, combined or mixed by us. In such case, we grant to purchaser pro rata to the invoiced value of such new products representing the invoiced value of our goods in relation to the total value of the resulting new products.

10.5. In the event that the security interests granted to us exceed the value of our claim, the security interest shall be reduced to the value of our claim by agreement of the parties.

11. Force Majeure: Conditions of force majeure shall release us from our delivery and performance obligations. In this respect, the force majeure shall include but shall not be limited to such events, which are not in our control (e.g. natural disasters, wars, state decrees, breakdown of transport or of our operations. Furthermore, we shall be released from our delivery and performance obligations, if the respective sub-suppliers or manufacturers are affected by any force majeure.

The term "affilate" here shall mean any entity, wherever incorporated, which is directly or indirectly controlled by, or is under common control with, the controlling party, here meaning any entity that controls, is controlled by or is under common control with the controlling party, directly or indirectly more than fifty (50%) of the voting stock of an entity, or to appoint a majority of the board of directors of an entity, or to direct or cause the direction of the management or policy of an entity.

12. Product Information: Unless otherwise agreed in writing, the contractual characteristics of the new products/services shall be explained in the contract and in the product information in our current version. Any information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by us as guarantees and if the respective information is based on research and experience in the field of applied engineering. We provide such information, which is incorrect, incomplete or not based on research and experience, without our right to modify and develop it and such information shall not be binding. The aforesaid shall not release purchaser from its responsibility and liability of our goods for the use intended by purchaser. Unless otherwise agreed in written form or mandatorily required by statutory law, we do not warrant to purchaser that our goods will not infringe any third party rights.

Unless otherwise expressly agreed, purchaser, after using our goods, is responsible for recycling, cleaning and disposing of the package container in accordance with the Waste Disposal Act. Package container of our goods is only for its intended use. In the event that any person (no matter natural person or entity) uses the package container for other usage, it shall be obliged to remove all the Eviron's labelling and Eviron hereby disclaims any liability for any damages resulted from the above mentioned activities of such person.

17. Compliance with Statutory Regulations, Export and Customs Regulations, Import/Export: Unless otherwise agreed in written form, purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, stock of an entity and any third party.

17.1 Unless otherwise agreed in written form, purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, usage, resale and its rights and obligations.

17.2 The time limits to raise claims regarding defects, guarantee or performance shall always be payable in any amount at least equal to the invoiced value of the goods. Claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

18. Liability: Should any of these Conditions of Sale be declared wholly or partly invalid, this shall have no effect on the validity of the rest of these Conditions of Sale.