

This is a translation of the German wording of our Special Conditions of Sale – in case of discrepancies between the English version and the German wording, the latter shall prevail

Special Conditions of Sale

1. Scope of Application

(1) These Special Conditions of Sale apply to all sales of goods which we carry out on behalf of our principal – hereinafter referred to as: Seller. Typically, the goods are damaged or otherwise defective.

(2) The Special Conditions of Sale govern the relationship between the Seller on the one hand and the Buyer of the goods as well as all Bidders on the other hand. Provisions contained in a tender submitted by us shall prevail over these conditions.

2. Conclusion of the Contract

(1) The purchase contract relating to the goods is concluded between the Buyer and the Seller. We are not party to the contract.

(2) The Buyer's or Bidders', General Terms and Conditions do not become part of the contract.

(3) The purchase contract is concluded when we, on behalf of the Seller, accept the offer of the relevant bid. Each Bidder is bound to his offer for a period of one week. The Seller is not obliged to accept an offer. The Seller is entitled to choose freely between offers. In particular, he must not accept the highest bid.

3. Delivery of the Goods

(1) Property in the goods will be transferred as is and where is to the Buyer. They will be delivered and accepted by the Buyer accordingly.

(2) Delivery will be made upon full payment of the purchase price.

(3) Property in the goods will not pass to the Buyer before the purchase price has been paid.

(4) At the time the contract is concluded, the risk of accidental loss or damage to the goods passes to the Buyer. Also, from the time of conclusion of the contract, all costs relating to the goods will be borne by the Buyer. This includes all costs relating to storage and insurance.

4. Purchase Price

(1) The Buyer must pay the price according to his bid. Payment is made by transferring the amount to the bank account stated in the invoice.

(2) The purchase price is due when the invoice is rendered.

(3) In respect of default, the statutory provisions apply.

(4) The Buyer is only entitled to a set-off against the Seller's claims if the Buyer's claims are undisputed or subject to a binding judgement.

5. Warranty

Neither we nor the Seller are any way responsible for defects of the goods. This does not apply if the Seller wrongfully failed to disclose the defect.

6. The Seller's Liability

(1) The Seller is not responsible for damages due to the negligent acts or omissions of his directors, officers, employees, servants, sub-contractors and other persons involved to render the services.

(2) This does not apply in case of gross negligence, in case of breach of a principal obligation or in case of personal injury.

(3) Liability for unforeseeable damages is excluded; this does not apply to personal injury.

(4) The limitations and exclusions of liability as per (1) through (3) above apply to all claims of the Buyer and/or Bidder irrespective of the basis of the claim, as well as in favour of all of the Seller's directors, officers, employees, servants, independent sub-contractors and other persons involved by the Seller including ourselves.

7. Time Bar

All claims by the Buyer and/or Bidders against the Seller and/or us are subject to a one year limitation period.

8. Jurisdiction, Applicable Law

(1) Claims by the Buyer and/or the Bidders against the Seller and/or us may only be brought before the courts of Hamburg. In case the sale is carried out by our Bremen branch, the place of jurisdiction shall be Bremen. We are entitled, however, to commence proceedings before other courts. This applies to proceedings for provisional, including protective, measures accordingly.

(2) The Seller is entitled to bring claims against the Buyer and/or the Bidders before the court of the place where the goods are or have been located up to the time the purchase contract was concluded.

(3) All disputes between the Seller and/or us and the Buyer and/or the Bidders are subject to German law. Application of the United Nations Convention of 11th April 1980 on Contracts for the International Sale of Goods is excluded.
