General delivery and payment conditions

Article 1: Applicability
1.1. The following general terms and conditions shall be applicable to all orders without exception. The order may only be deemed to have been accepted if the supplier has been expressly informed that the order has been placed. Each delivery, installation or performance of services shall be deemed to have been performed on the conditions specified in the order.© 2023 Copyrighted materials downloaded by an authorized user from Ellicottville.net. Redistribution is prohibited.

Article 2: Payment
2.1. If no agreement has been made to the contrary, payment shall be made in full at the time of delivery of the goods, unless otherwise stated in the order. Any payment terms specified in the order shall be deemed to have been incorporated into the general terms and conditions unless the supplier objects thereto in writing within the stipulated time.

Article 3: Intellectual property rights
3.1. Unless otherwise agreed in writing, the Supplier remains the owner of all intellectual property rights in and to all products, designs, software, drawings, documentation, tools, models, etc.© 2023 Copyrighted materials downloaded by an authorized user from Ellicottville.net. Redistribution is prohibited.

Article 4: Delivery and payment conditions
4.1. The Client cannot derive any rights from advice or information that are given without the Client having been made aware of the supplier’s delivery and payment conditions.

Article 5: Delivery times
5.1. Delivery times refer to the delivery of goods at the Client’s premises, unless otherwise stated in the order. Delivery times are deemed to have been extended by the resulting delay.

Article 6: Retention of title
6.1. Deliveries are made on credit, in accordance with the Centre for Commercial Latitudes (T&T) Act, for which the Client shall not be entitled to any reduction of the purchase price.

Article 7: Price calculations
7.1. The Supplier may charge any increase in cost-determining circumstances that cannot be foreseen when the order was placed or when the order was confirmed, and which are influenced by events beyond the Supplier’s control. If the performance of the agreement has not been completed or if the order is cancelled, the said costs may be charged to the Client, provided that the increase in cost-determining circumstances is not caused by the Client’s fault.

Article 8: Impracticability of the engagement
8.1. The Supplier is entitled to suspend the fulfillment of any obligations if any circumstances that cannot be foreseen when the order was placed or when the order was confirmed arise which are influenced by events beyond the Supplier’s control and which prevent the Supplier from fulfilling the obligations.

Article 9: Scope of the work
9.1. The Client is responsible for ensuring that all licenses, permits, inspections and other administrative measures that are needed to allow the Supplier to carry out the work are in order. The Client shall be responsible for organizing all necessary insurance to cover those risks.

Article 10: Changes to the work
10.1. Any changes to the work will result in contract variations at the Client’s expense, provided that the following conditions are met:

Article 11: Performance of the work
11.1. The Client is responsible for ensuring that the Supplier has the necessary technical knowledge to fulfill the obligations arising from the agreement.

Article 12: Acceptance of the work
12.1. The project will not be accepted unless the conditions stated hereunder have been fulfilled:

Article 13: Payment
13.1. The Supplier is entitled to demand that the Client indemnifies the Supplier against all claims from third parties or others for any damage suffered by such third parties or others.

Article 14: Guarantee
14.1. The Client must accept the performance of the product or service stipulated in this agreement, for a period of at least 6 months after delivery.© 2023 Copyrighted materials downloaded by an authorized user from Ellicottville.net. Redistribution is prohibited.

Appendix

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