1. These General Conditions shall apply when the parties agree in writing or otherwise than when the General Con-
ditions, or a modification of them, are not in writing or are not in writing the objects which are to be supplied under these conditions (is) herein after referred to as the Product.

2. Any information and data contained in Product brochures and price lists are binding only to the extent that they are by reference expressly included in the contract.

DELIVERY. PASSING OF RISK

3. All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior to the delivery of the Product, shall remain the property of the party submitting them. Technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than erection, commissioning or maintenance of the Product. They may be made available to the other party only in the form of representatives, reprints, reproductions or commu-
nicated to a third party.

4. The product when referred to in Clause 23 the Supplier shall, if requested by the Purchaser free of charge provide information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy each. The Supplier shall not be obliged to provide manufacturing drawings for the Product or spare parts.

5. Acceptance tests provided for in the contract shall not unless otherwise agreed be carried out at the place of manu-
facture during normal working hours. If the contract does not specify any technical requirements, acceptance tests shall be car-
rried out at the Purchaser's request in the presence of the Supplier and the Supplier shall be entitled to charge the Purchas-
er for the costs of such tests.

6. The Supplier shall notify the Purchaser of the acceptance tests in sufficient time to permit the Purchaser to be repre-
sented at the tests. If the Purchaser is not represented the test report shall be sent to the Purchaser and shall be ac-
cepted as valid.

7. If the acceptance tests show the Product not to be in accordance with the contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the contract. New tests shall then be car-
rried out at the Supplier's expense.

8. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Purchaser shall have all travelling and living expenses for his representatives in connection with such tests.

PAYMENT

9. If, by his own fault, the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from

TIME FOR DELIVERY

10. If the Product is not delivered at the time for delivery (as defined in Clauses 10 and 12), the Purchaser is entitled to

11. If delay in delivery is caused by any of the circumstances mentioned in Clause 39 or by an act or omission on the part

12. Unless the Purchasers failure to accept delivery is due to any such circumstance as mentioned in Clause 39 the Sup-

13. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for repair, dismant-
lng, installation and transport as a result of the Product being located in a place other than the destination stated in the contract or - if no destination is stated - the place of delivery.

14. On expiry of the time for delivery or for the delivery date as defined in Clause 23 and unless otherwise agreed by the

DELIVERIES. ACCEPTANCE OF RISK

15. The Supplier is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the Product. The Supplier's liability does not cover defects which are caused by faulty main-
tenance, incorrect erection or faulty repair by the Purchaser or by alterations carried out without the Supplier's con-

16. If, in the course of the Supplier's repair work, dangerous substances are discovered which were not known to the

17. The Purchaser shall notify the Supplier of the acceptance tests in sufficient time to permit the Purchaser to be repre-
sented at the tests. If the Purchaser is not represented the test report shall be sent to the Purchaser and shall be ac-
cepted as valid.

18. If the Supplier does not deliver within such final period and this is not due to any fault of the Purchaser, the Supplier shall, in the case of delay in the delivery, charge interest for the period between the date when he delivers to the Purchaser a duly repaired or replaced part.

19. If the delay in delivery is such that the Purchaser is entitled to withdraw from the contract in accordance with Clause 12 and if the Supplier does not deliver the Product within a reasonable period of time, the Supplier may deliver the Product in several parts. The price shall be calculated on the basis of the part of the purchase price which is attributable to each part of the Product as it is delivered. The cost of packing shall be charged to the Purchaser irrespective of whether the reason for the delay occurs before or after the agreed time for delivery.

20. On delivery to the Purchaser a duly repaired or replaced part.

21. If the Purchaser does not notify the Supplier of a defect within the time-limits set forth in this Clause, he shall lose his right to have the defect remedied.