

General Terms and Conditions

of Messrs. GLOBAL CONCEPT GmbH , Schulstrasse 10, D -26919 Brake / Utw.

1. General

Messrs. GLOBAL CONCEPT GMBH – herein short called GLOBAL – offers products and services in the area of clean-up of oiled surfaces and environmental protection.

This are especially the products and services in connection with CYTOCLEAN® and CATCO®.

CYTOCLEAN® and CATCO® are registered Trademarks of GLOBAL CONCEPT GMBH.

GLOBAL only delivers to industrial customers. These General Terms and Conditions include artificial persons.

This General Terms and Conditions cover all contracts, deliveries and services of GLOBAL.

Differing Terms and Conditions are not accepted by GLOBAL.

Any kind of special agreement requires written form and confirmation by GLOBAL

2. Offers

All kind of offers, prepared by GLOBAL for delivery and/or service in part or total are non-binding. Especially when they are based on technical drawings and/or customer information that are unknown and not applicable at time of offer.

A binding contract is valid to customer acceptance and GLOBAL confirmation of the offer.

As far as Services and Deliveries are based on terms, measurements and conditions given by customer, GLOBAL reserves the right to re-check those information and to correct their given lumpsum - price to the found and correct figures, pro rata.

3. Delivery and payment

All given and charged prices are net cash, plus relevant VAT.

All deliveries and services for international customer and/or the shipping industry are free of VAT.

All invoices are due within 10 days after Invoice – date, without any deductions and net cash into GLOBAL Bank account named on the invoice.

For payment in time the date of receipt into GLOBAL bank account is due.

In case of late payment, GLOBAL reserves the right to charge the accruing bank interest

All GLOBAL deliveries are ex works.

All costs in connection with this, caused and necessary by whom ever, are on customers account.

The same rule is applicable for travel costs and accommodation of the GLOBAL service crew

Before contracting it is agreed between the contract parties, who is due to organize the relevant transport. Even when GLOBAL is organizing those forwarding and/or pays those costs in advance, the customer is responsible to remit those amounts within the above mentioned time of payment to GLOBAL.

4. Time of delivery

GLOBAL will endeavour to deliver the required product and service in time and as agreed.

However, GLOBAL will not be responsible for any delay caused by force majeure, such as strike, war actions, accident and/or any other event out of GLOBAL control.

Any claim for indemnity by any of the above reasons against GLOBAL is excluded.

5. Transfer of risk

All risk in connection with delivery and accomplishment, such as damage, total loss and/or any other event, is transferred to the customer after delivery of the cargo to the employed forwarder and/or their agent.

This in especial for the equipment provided by GLOBAL to ensure successful application and cleaning with the CYTOCLEAN® - process.

This equipment will not become ownership of the customer and has to be returned to GLOBAL in same volume and condition than received.

The customer has to return this equipment on his costs in short acceptable time after completion of service.

All costs in connection with the re-sending, including application of taxes etc. are on customers account.

In case the customer and/or his representative is not able to re-send the equipment within the agreed time and/or incomplete, GLOBAL serves the right to charge the costs for lost equipment etc.

6. **Performance of work, finalization and guarantees**

GLOBAL ensures that the delivered product has the warranted characteristic to ensure a successful performance of the agreed work.

Furthermore GLOBAL ensures that the operating personal is trained and ready for the performance of the agreed work.

After completion of the agreed cleaning, GLOBAL will present a confirmation to the customer and/or his representative that the agreed work is completely finished in good order and condition. GLOBAL requires counter signature from the customer and/or his representative. Any further guarantee is not applicable.

In case of refusing counter signature, GLOBAL serves the right to arrange an independent surveyor to check the work done. The result of this survey shall be binding for both parties. The costs for the employment of the independent surveyor is on customers account.

7. **Final conditions and severability clause**

Place of jurisdiction for all disputes in connection with delivery and service of GLOBAL are the ordinary courts at D – 26919 Brake.

All delivery and services are only based on German law.

Within conclusion of a contract for delivery and/or service, this General Terms and Condition become a valid part of such contract.

In case that one and/or more of the rules of this General Terms and Condition are legally void, this will not touch the validity of the total content of this General Terms and Condition.

In fact this rule shall be deleted and replaced by a rule that is close to the sense of this General Terms and Condition.