

General Terms and Conditions for Rental, Lease and Sale of Mattson Containers GmbH / Mattson Containers AB (Mattson Containers) Parts 1, 2 and 3. These are also applied for Oulun Konttivuokraus Oy as general. In case of dispute the German original version apply.

Part 1: General information

I. Scope

1. The General Terms and Conditions for Rental, Lease and Sale (GT&Cs) of Mattson Containers GmbH (Mattson Containers) are integral parts of the Agreement concluded with the renting, leasing or purchasing party (customer). These GC&Cs apply for all offers, supplies and services between Mattson Containers and the customer.
2. Individual written agreements (including subsidiary agreements, changes and additions), also by email, take precedence over these GT&Cs.
3. The GT&Cs shall apply in their respectively current version and also for all follow-up transactions, without requiring express referral or agreement upon conclusion of such transactions.
4. Mattson Containers hereby objects to any and all general terms and conditions of the customer contradicting these GT&Cs; deviating terms and conditions of the customer shall only apply if these have been previously confirmed by Mattson Containers in writing.

II. Subject matter of the contract

Depending on the type of transaction, the GT&Cs shall also apply to the rental of containers as well as for the lease (Part 2 below) and sale of containers (Part 3 below). The specification and quality of the contractual object result from the respective written agreement between the contracting parties.

III. Offer and contract conclusion

1. A contract comes into force by way of written confirmation of acceptance. An order confirmation or invoicing of an order as well as the provision of services or delivery of items is considered equivalent to a declaration of acceptance.
2. Any and all subsidiary agreements, changes and additions to this agreement must be defined in writing and signed by the contracting parties.
Contracts and declarations send by email are also accepted.
3. In offers, specifications and qualities of the contractual items as well as prices stated in brochures, advertisements and other marketing material are non-binding.
4. Used items are sold in the state applicable at handover. The contractual quality includes so-called wear damage.
5. Mattson Containers shall not assume any procurement risk, unless expressly agreed in writing. This also applies to so-called purchases of unascertained goods

IV. Prices and payment

1. The prices are determined on the basis of the relevant contractual agreement.
The stated costs are excluding the respectively applicable VAT.
2. Unless otherwise expressly agreed in writing, our prices are for collection ex warehouse.

3. The agreed costs are due immediately and in advance without deduction any payable by bank transfer, SEPA direct debit or in cash.
4. Payments of the customer can be offset in accordance with the German Social Code (BGB). Offsetting is however only possible in case of uncontested and legally binding claims.
5. An assignment of claims is only possible with the consent of Mattson Containers.
6. In case of a default in payment on part of the customer, Mattson Containers can prohibited the further use of the contractual object after previously submitting a warning. Also, Mattson Containers is entitled to declare all outstanding claims immediately payable one week after service of the warning and the dunned default in payment, and to withhold any services and deliveries not yet executed, to withdraw from the contract in accordance with the statutory periods and to assert rights based on retention of title. In addition, default interest shall become due in accordance with the statutory provisions. Mattson Containers is entitled to assert a dunning charge.

V. Other

1. Place of performance and place of jurisdiction for all disputes resulting from the contractual relationship is Hamburg, where the contracting partner is an entrepreneur/merchant entered in the commercial register, legal entity under public law or special fund under public law, as well as in the case that the customer does not maintain a general place of jurisdiction in Germany and no deviating terms have been agreed between the contracting parties.
2. The contract is subject to the law of the Federal Republic of Germany.
3. Mattson Containers has stored any customer data in accordance with the data protection regulation.
The customer consents to the collection, storage, use, forwarding and were applicable alteration of their personal data, so the extent required for the processing of the contract with Mattson Containers. Mattson Containers is in particular entitled to collect and pass on data from and to third parties for the purpose of credit assessment. Furthermore, Mattson Containers has the right to commission third parties with the delivery of the ordered goods and with the collection of debts where the customer is in default and to pass on all data required for this to the commissioned parties.

The customer can withdraw their consent at any time - either in full or in part - with future effect or demand the correction of their personal data stored by Mattson Containers. In this case, Mattson Containers commits to erase the personal data immediately, as soon as the contractual relationship has been fully completed.
4. The invalidity of individual provisions of these General Terms and Conditions does not affect the validity of the remaining provisions. Invalid provisions shall be considered as replaced by valid provisions which come as close as possible to the economic purpose of the no longer applicable provision