

Part 3 Terms and Conditions of Sale and Delivery

Mattson Containers GmbH / Mattson Containers AB (Mattson Containers). These are also applied for Oulun Konttivarasto Oy as general. In case of dispute the original German version applies.

I. Delivery; shipment

1. The goods are delivered from or collected in our warehouse, unless otherwise agreed or else at a location agreed in a written contract.
2. The transport costs or shipment costs must be borne by the customer; they include the costs for any transport insurance, customs, tax, fees and other public charges. Mattson Containers determines the haulier and type of shipment, unless otherwise agreed. Mattson Containers shall not assume any liability for the selection and supervision of the haulier and no liability for the cheapest and fastest transport.
3. Where the customer provides the means of transport, they shall be responsible for a timely provision. Any delays must be communicated to Mattson Containers in a timely manner. Any resulting costs shall be borne by the customer.
4. If the customer is an entrepreneur, Mattson Containers is entitled to make adequate partial deliveries, for whatever reason.
5. The delivery obligation is always subject to timely and proper delivery to Mattson Containers themselves.
6. Mattson Containers has the right to withdraw from the contract, if the provision of the agreed service or delivery of the object is impossible for no fault of Mattson Containers.
7. Delivery impediments due to force majeure or unforeseeable events out of the control of Mattson Containers, such as operational disruptions, strikes, lockouts, official actions, subsequent discontinuation of export or import opportunities as well as the reservation of own receipt exempt Mattson Containers from the obligation to comply with any agreed delivery and unloading times for the duration and scope of their impacts. They also entitle Mattson Containers to withdraw from the contract, without giving rise to damage compensation claims or other claims on part of the customer.
8. In case of a delay in collection on part of the customer, for whatever reason, Mattson Containers may demand compensation of any damage resulting from the delay. Such items, for instance, include the typical storage and transport costs.
In case of non-compliance with the obligation to collect the goods on part of the customer, Mattson Containers may demand damage compensation.

II. Warranty and liability

1. In case of defects to the supplied goods, the contracting parties are entitled to the statutory rights, taking into consideration whether the customer is a consumer or entrepreneur.
2. Damage compensation claims of the customer due to obvious material defects to the supplied goods are excluded, if the customer is a consumer and does not report the defect to Mattson Containers in writing within a period of two weeks after delivery.
3. Claims for defects in case of entrepreneurs be reported in writing promptly after delivery of the goods in accordance with Sections 377, 381 of the German Commercial Code (HGB). For entrepreneurs, claims for defects relating to used items are excluded, unless these are obvious and are reported immediately in accordance with the above regulation. Mattson Containers is authorised to choose the subsequent performance at its own discretion, if the customer is an entrepreneur. The entrepreneur does not have a right of choice in this regard.
4. The liability to pay damage compensation, regardless of the legal reason (in particular in case of default, defects or other breaches of obligations), is limited to the compensation of the foreseeable damage typical of the contract.
5. The above liability limitations shall not apply to the liability of Mattson Containers resulting from wilful intent or gross negligence, for guaranteed qualities, for claims based on maliciously concealed defects, loss of life, damage to limb or health or in accordance with the product liability act.
6. The customer does not have the right to rectify defects themselves.
7. The claims for defects shall lapse in accordance with the statutory regulations, unless the customer is an entrepreneur. For entrepreneurs, the claims for defects shall lapse one year after collection.

III. Retention of title

1. Mattson Containers reserves title to the supplied goods until the full payment of the purchase price for the goods.
2. In case of third-party access – in particular by the bailiff – to the reserved goods, the purchaser will point out the ownership of Mattson Containers and notify Mattson Containers without delay so that these can assert their ownership rights.
3. In case the customer acts contrary to contract, in particular the event of a default in payment, Mattson Containers is entitled to demand surrender of the reserved goods, if Mattson Containers has withdrawn from the contract.