6 Pricing, costs

6.1 All pricing is quoted as net, in euros (EUR/.

6.2 The prices and conditions at the time of entering into the contract shall apply. SYRO reserves the right to make a price adjustment during transport, including all costs which are included in the stipulated price should change between the time of the offer and the dispatch of products in accordance with the contract.

6.3 The prices for the delivery are quoted as ex works plus the cost of freight, packing and the costs of transport to the buyer or his representative. All changes, amendments or verbal agreements must be confirmed in writing.

6.4 Services are billed on the basis of time spent, including travel time to site. Costs that accrue as a result of a change in scope or additional tasks, from additional requests or as a result of errors or delays on the part of the Customer shall be applied as a charge for out-of-pocket expenses, travel expenses and other incidental expenses.

7 Payment conditions, prohibition of setting off

7.1 The term of payment is 30 days net after the date of the invoice. The term of payment must also be fulfilled if the delivery or installation, start-up or acceptance of delivery of the product is delayed due to the default of the Customer.

7.2 If no notification is received from the Customer, an invoice is considered accepted upon expiration of the term of payment. Payments may not be reduced or held back due to claims.

7.3 Upon expiration of this term of payment, the Customer shall be in default without any further notice.

7.4 The Customer shall owe SYRO default interest in the amount of 6 (six) percent in the event of default of payment. Payment of default interest shall be made in addition to the delay in payment in accordance with the contract. Collection charges will be added as a result.

7.5 If the buyer is in default of payment for performances already carried out, the seller shall have the right to rerecognize the portion of the contract not yet fulfilled via written statement and without setting a grace period, and to cancel all of the orders already committed. The buyer must compensate the seller in full for any damages that arise as a result of this default.

7.6 Payment for remuneration for performances carried out may not be denied for any reason. Setting off payments owed to the seller due to services already provided prior to the contract or to a third party is prohibited.

7.7 If the buyer does not comply with the payment conditions or if he is unable to pay, then all outstanding credit balances shall become immediately due and demandable. Any further payments and dates may be called by the seller immediately.

8 Transfer of risk upon delivery, shipment, packing

8.1 Risk shall transfer to the Customer as soon as SYRO has delivered the goods to the buyer. The seller shall not be responsible for any other person designated to carry out the shipment, but at the latest when the invoice is given to the shipping company. From this point forward, the seller shall bear the risk of loss or damage to the goods, as well as the risk of loss or damage to the goods arising from a delay in shipment.

8.2 If shipment is delayed or impossible for reasons beyond the control of SYRO, the shipment shall be stored on behalf of the Customer at the seller’s risk and cost. SYRO shall have the right to withdraw from the contract. The seller shall immediately inform the Customer of any such delay or refusal to ship.

8.3 SYRO shall only provide transport insurance upon instructions from and at the expense of the Customer.

8.4 The goods shall be delivered to the Customer at SYRO’s site (FOB). In individual cases, packaging shall be determined by SYRO and shall not be considered a condition for payment. Goods may not be returned. Packaging that has been designated as the property of SYRO shall be returned to SYRO by the Customer at Customer’s expense.

9 Force Majeure

9.1 Both contractual parties shall be relieved of the responsibility of partial or complete non-fulfillment of their contractual duties if this non-fulfillment is the result of an impairing force majeure event, provided that the party in question has no opportunity to avoid the impairing force majeure event. Force majeure events are strike, lockout, economic circumstances, traffic interruptions, etc., as well as seizure of the goods.

9.2 Any force majeure that occurs within the period of delay shall be excluded to the extent legally permissible. This includes also indirect and consequential damages.

9.3 If the contractual duties are postponed by the period of time during which the specific circumstance or the results caused by such circumstance were in effect. The party responsible for the delay is not entitled, however, to allude to circumstances of a force majeure for events that have occurred during the period of delay.

10 Retention of ownership

10.1 SYRO shall retain the right of ownership to its deliveries until full payment has been made by the Customer. SYRO hereby authorizes SYRO to independently have the retention of ownership recorded, without the Customer’s participation.

10.2 The buyer shall undertake to cooperate in measures as required by the seller to protect the property. The buyer shall guarantee that SYRO shall have not yet lost its retention of ownership recorded in the official register at the buyer’s place of business.

10.3 The processing, alteration or intermediate of the delivered items by the buyer shall not reduce the seller’s retention of ownership. The seller shall be entitled to enter the delivered items together with other items that do not belong to the seller, then sell the combined items and apply the proceeds in a ratio to the value of the delivered item to the other processed items at the buyer’s place of residence.

10.4 The buyer shall store the delivered goods at his expense during the period of retention of ownership and insure them to the benefit of the seller against theft, fire, lightning, storm, water and other fundamental damage. He will also take all measures necessary to ensure that the transfer of ownership is not negatively impacted or canceled.

11 Guarantee in the event of defects

11.1 The warranty period is six months beginning immediately upon receipt and notify SYRO of any defects, also immediately, but at least within six months. The warranty shall apply as per the written and with specific information. The Customer shall provide SYRO with all necessary information so that SYRO can determine whether any defects that could be detected during this period despite the customary inspection and testing can be linked to the cause of the defects. Otherwise, the goods shall be considered approved.

11.2 A defect in the delivery exists if the goods are defective or unusable or if defects make the use of the goods for their proper purpose impossible. This applies in particular to faulty construction or defective manufacturing. A defect also exists if goods other than those ordered or in too small amount are delivered. Defects that originate due to transport are not included here. Return (claim to damage caused by transport) shall be excluded in this case.

11.3 If a delivery is partially or totally unusable due to faulty quality, the supplier’s warranty shall be limited solely to the part of the delivery that is usable. SYRO shall be entitled to change in accordance with the agreed delivery terms.

11.4 The supplier’s warranty is limited to the replacement of the parts of the delivery that have already been used and/or damaged, as well as the replacement of the parts in which proper handling can be obtained from SYRO. These guidelines shall apply even if they are not specially stipulated in the order.

11.5 If the delivery is verifiably afflicted with a defect in whole or in part, the Customer is entitled to request supplementary performance. SYRO can at its discretion either correct the defect or provide replacement products that are free of defects. If a different product or instance is delivered, supplementary performance can only be in the form of delivery of a product that is free of defects. If a product that is free of defects is delivered, the Customer shall be obligated to release the product that is afflicted with a defect to SYRO. SYRO shall bear the costs of the supplementary performance.

11.6 The performance of supplementary performance is also unsuccessful, the Customer shall be entitled to a price reduction or other appropriate reimbursement. In these instances, the seller may also refuse to perform services or products if the buyer bears part or all of the manufacturing costs.

12 General restriction of liability, statute of limitations

12.1 In the event of a breach of contractual obligations or obligations outside of the contract, SYRO shall only be liable for slight negligence or gross negligence.

12.2 Events which the Customer may experience from using the services or products shall be excluded from the scope of the warranty. This includes also indirect and consequential damages.

12.3 Liability for damages to the delivery that occur due to or in connection with the delivery shall also be excluded.

12.4 The contractual claims of the Customer against SYRO in connection with the provision of a service or delivery shall be limited to six years from the time of rendering the service or delivery, or the last delivery.

13 Violation of industrial property rights

13.1 It is not the responsibility of SYRO to clarify whether any materials or designs or orders or the Customer are to be subject to a violation of patent, registered design or other industrial property rights due to the material composition, description or due to any specific further processing or usage. The Customer alone is liable in these cases.

14 Indemnity

14.1 If third parties are injured or the property of third parties is damaged due to the use of the services or products of SYRO, the Customer shall indemnify and hold harmless SYRO against all claims.

14.2 In the event of a breach of contractual obligations or obligations outside of the contract, SYRO shall only be liable for slight negligence or gross negligence.

15.3 The agreements entered into between SYRO and the Customer to lead to a violation of patent, registered design or other industrial property rights due to the material composition, description or due to any specific further processing or usage. The Customer alone is liable in these cases.

15.2 The courts of general jurisdiction shall be responsible for all disputes arising from or in connection with these GTCs. The non-German versions are translations into other languages, and Russian. The non-German versions are translations into other languages and Russian. The non-German versions are translations into other languages and Russian.

15.1 The place of fulfillment for deliveries is the plant at the registered office of SYRO.

16 Other provisions

16.1 These General Terms and Conditions are available in German, English, French, Portuguese and Russian. The non-German versions are translations into other languages and Russian. The non-German versions are translations into other languages and Russian. The non-German versions are translations into other languages and Russian.

16.2 The prices and conditions at the time of entering into the contract shall apply. SYRO reserves the right to make a price adjustment during transport, including all costs which are included in the stipulated price should change between the time of the offer and the dispatch of products in accordance with the contract.

16.3 The prices for the delivery are quoted as ex works plus the cost of freight, packing and the costs of transport insurance, unless otherwise stipulated.

16.4 Services are billed on the basis of time spent, including travel time to site. Costs that accrue as a result of a change in scope or additional tasks, from additional requests or as a result of errors or delays on the part of the Customer shall be applied as a charge for out-of-pocket expenses, travel expenses and other incidental expenses.