Article 1: Applicability
1. These conditions apply to all offers made by Oil Dynamics and to all agreements it concludes and to all agreements that Oil Dynamics concludes in the name of the Manufacturer. The other parties to the agreement are the Manufacturer and the customer or Distribution partner 1.2 The standard conditions of the customer shall not apply and are expressly rejected.

Article 2: Offers
2.1 All offers are made without engagement.
2.2 If the customer has made an offer, the Manufacturer may assume that he will be in a position to execute the order and continue with the planning schedule.
2.3 The prices referred to in the offer are based on delivery FOB factory port, in accordance with Incoterms 2020. The prices are exclusive of VAT and all other taxes. 2.4 If the offer is not accepted, the Manufacturer has the right to use the goods, without the need for the buyer to reimburse him the costs which he has had to incur in order to make his offer.

Article 3: Internal inspection
3.1 Unless agreed otherwise, the Manufacturer retains the copyright and all industrial property rights in the offers made by him and in designs, illustrations, drawings, models and so forth supplied by or on behalf of the customer.

Article 4: Advancements
4.1 The customer does not derive any rights from advice and information obtained from the Manufacturer if they do not relate directly to the offer.
4.2 The customer is responsible for the drawings and calculations made by or on behalf of the Manufacturer for the functional suitability of the materials prescribed by him or on his behalf.
4.3 The customer shall indemnify the Manufacturer against any claims by third parties for which he is responsible in the context of this agreement, unless the provisions of the previous paragraph shall place the Manufacturer in a position to conclude a liability insurance against such claims.
4.4 The customer may, at his own expense, examine (or arrange for third parties to examine) the work performed by the Manufacturer in the context of this agreement.

Article 5: Delivery period
5.1 The delivery period is quoted by the Manufacturer is approximate.
5.2 In fixing the delivery period the Manufacturer assumes that he can execute the order in the regular manner.
5.3 The delivery period starts when agreement has been reached on all technical terms, the drawings etc. are in the possession of the Manufacturer, the agreed payment terms have been determined and the customer has paid the agreed advance payment and the necessary conditions for execution of the order have been fulfilled.
5.4 (a) If circumstances other than those known to the Manufacturer when he fixed the delivery period, the Manufacturer agrees to this, he shall be entitled to add, at any time necessary to execute the order in the circumstances prevailing at the time, a reasonable amount of time to the delivery period. If the planning schedule of the Manufacturer, the work shall be completed as soon as the planning schedule permits this.
(b) If there is extra work, the delivery period shall be extended by the time that is necessary to supply (or arrange for the supply of the materials and parts for this purpose and to carry out the additional work. If the extra work cannot be fitted into the planning schedule of the Manufacturer, the work shall be completed as soon as the planning schedule permits this.
(c) If there is a change in weather conditions, the delivery period shall be extended for the term of the delay that has occurred as a result of this weather change.
5.5 If the agreed delivery period is exceeded, this shall not under any circumstances confer entitlement to compensation for any damages that has occurred due to the delay.

Article 6: Transmission of risk
6.1 In the case of sales made in accordance with Incoterms 2020, the risk in relation to the goods shall pass at the time when the goods have been delivered to the buyer by the carrier or the person designated by the Manufacturer.
6.2 Insofar as the provisions of the previous paragraph, the customer and the Manufacturer agree that the Manufacturer is not liable for any damage which the buyer suffers in connection with the carriage of the goods, storage, loading, carriage and unloading shall be borne by the customer at his own risk.
6.3 If the seller installs and/or assembles the goods sold, the risk shall not pass to the buyer until the moment when the seller makes them available to the buyer at the business premises of the seller or another agreed place.

Article 7: Price changes
7.1 If four months have passed since the date on which the agreement has been concluded, the increase in raw materials may no longer be offset against any discounts granted to the customer.
7.2 The amount of the price increase as referred to in paragraph 1 shall take place together with payment of the price for the goods last invoiced.

Article 8: Imposeability of performance
8.1 The Manufacturer shall be suspended from suspended performance of his obligations if he is temporarily disabled due to ill-health or impossibility has lasted for longer than six months. The agreement may then be terminated in respect of such part of the obligations as have not yet been performed. If the Manufacturer should not be freed from this obligation by reason of the circumstances stated in the previous paragraph, the Manufacturer and which are beyond his control are deemed to include failure of his suppliers and subcontractors to fulfil their obligations or do so in a timely manner.

Article 9: Scope of the work
9.1 The Manufacturer shall ensure that all licenses, exemptions and other decisions that are necessary in order to function the work are obtained in good time.
9.2 The price of the work does not include travelling and accommodation expenses when this would be appropriate.

Article 10: Alterations to the work
10.1 Extra work shall be calculated on the basis of the original agreement. The agreement shall be expressly determined and the value of the price determinants applicable at the time when the work is to be executed.
10.2 The increase in the works on the work shall be decreased by the amount of the initial payment the customer in the final invoice 10% of the difference in value of the work, as a result of the reduction in the work that is a result of a request of the manufacturer.
10.3 Alterations to the work shall result in any event in extra work or reduced work if:
(a) the work to be executed is not in accordance with the design or the specifications;
(b) the design or the specifications provided by the customer does not correspond with the reality.

Article 11: Execution of the work
11.1 The customer shall ensure that the contractor can be accessed during the agreed time and that in the execution of the work he has access to the requisite facilities such as: - heating: - lockdown and dry storage room: - facilities for the execution of the required installations Act and other health and safety regulations under Act. The contractor shall not be entitled to offset the result of the loss, theft or burning of or damage to tools, materials or constructional parts of the work which are not at the place where the work is performed.
11.2 The customer must discharge his obligations as referred to in the previous paragraphs and the work is deemed as a result, the work shall be executed as soon as the Manufacturer’s planning schedule permits this. In addition, the customer shall be liable for all loss or damage suffered by the Manufacturer as a result.

Article 12: Completion of the work
12.1 The work shall be deemed to have been completed when:
(a) the customer has approved the work;
(b) the work has been used by the customer; if the customer uses only part of the work, such part shall be deemed to have been completed.
12.2 When, on the basis of written notice to the customer that the work has been completed and the customer does not object in writing within 14 days of receipt of the notice or the work has been used by the customer, the work is deemed completed.
12.3 The manufacturer does not approve the work, he shall be entitled to give written notice of this to the customer, specifying the reason for the denial.
12.4 The customer does not approve the work shall he complete the work and commission the work to the manufacturer.
12.5 The provisions of this article shall apply once again.

Article 13: Liability
13.1 The Manufacturer is liable for damage which the Manufacturer makes available to the Manufacturer. However, only in case of faults and deficiencies of the goods which should reasonably have been insured will he be liable to compensate for these.

Article 14: Warranty
14.1 The Manufacturer is liable to ensure the proper execution of the agreed performance for a period of twelve (12) months from the date of the invoice. In case of a delay longer than eighteen (18) months from date of manufacturer’s invoice.
14.2 If the agreed performance consists in coming out of contracted work, the Manufacturer warrants the work consistent with the agreed performance of the materials and the materials used in the construction for the period referred to in the previous paragraph of this article, provided he was free of such materials. If the manufacturer that the delivered materials are used, then the Manufacturer shall repair or replace them. The parts which the Manufacturer repairs or replaces shall be sent to him free of charge.
14.3 If the agreed performance consists in coming out of contracted work, the Manufacturer warrants the work consistent with the agreed performance of the materials and the materials used in the construction for the period referred to in the previous paragraph of this article, provided he was free of such materials. If the manufacturer that the delivered materials are used, then the Manufacturer shall repair or replace them. The parts which the Manufacturer repairs or replaces shall be sent to him free of charge. The dismounting and assembly of these parts and the transportation and accommodation expenses incurred shall be borne by the customer when the parts are not excluded.

Article 15: Claims
15.1 The customer may, no longer invoke an instance of nonperformance if:
(a) no warranty is given for defects that are a result of: - non-execution of the contract;
(b) if the customer does not fulfill his obligations to the Manufacturer.
(c) maintenance or defective maintenance;
(d) injudicious use;
(e) non-execution of the contract;
(f) maintenance or defective maintenance;
(g) injudicious use;
(h) non-execution of the contract.

Article 16: Un出てくる goods
16.1 If goods have not been collected by the time the delivery period has expired, the Manufacturer shall have the right to retake possession of the delivered goods. The manufacturer shall sell or store the goods at his own risk and charge to the Manufacturer. Thereafter the Manufacturer may choose to:
(a) accept the goods in a sound manner, the Manufacturer shall choose to:
(b) accept the goods in a sound manner, the Manufacturer shall choose to:
(c) accept the goods in a sound manner, the Manufacturer shall choose to:
(d) accept the goods in a sound manner, the Manufacturer shall choose to:
(e) accept the goods in a sound manner, the Manufacturer shall choose to:
(f) accept the goods in a sound manner, the Manufacturer shall choose to:
(g) accept the goods in a sound manner, the Manufacturer shall choose to:
(h) accept the goods in a sound manner, the Manufacturer shall choose to:
(i) accept the goods in a sound manner, the Manufacturer shall choose to:
(j) accept the goods in a sound manner, the Manufacturer shall choose to:
(k) accept the goods in a sound manner, the Manufacturer shall choose to:
(l) accept the goods in a sound manner, the Manufacturer shall choose to:
(m) accept the goods in a sound manner, the Manufacturer shall choose to:
(n) accept the goods in a sound manner, the Manufacturer shall choose to:
(o) accept the goods in a sound manner, the Manufacturer shall choose to:
(p) accept the goods in a sound manner, the Manufacturer shall choose to:
(q) accept the goods in a sound manner, the Manufacturer shall choose to:
(r) accept the goods in a sound manner, the Manufacturer shall choose to:
(s) accept the goods in a sound manner, the Manufacturer shall choose to:
(t) accept the goods in a sound manner, the Manufacturer shall choose to:
(u) accept the goods in a sound manner, the Manufacturer shall choose to:
(v) accept the goods in a sound manner, the Manufacturer shall choose to:
(w) accept the goods in a sound manner, the Manufacturer shall choose to:
(x) accept the goods in a sound manner, the Manufacturer shall choose to:
(y) accept the goods in a sound manner, the Manufacturer shall choose to:
(z) accept the goods in a sound manner, the Manufacturer shall choose to:

Article 17: Payment
17.1 Payment shall be made at the place of business of the manufacturer and the agreedLANGUAGE of the payment shall be designated by the Manufacturer.
17.2 Payment may be made as follow (a) in the case of an over-the-counter sale; (b) if installment payment has been agreed; 50% of the final price at the time the order is placed;
50% of the final price at the time the order is placed;