EXPORT CONDITIONS

There may be restrictions on the delivery of goods and services as well as actions in advance, in particular in accordance with applicable export control regulations. The customer is obliged to inform Rubix GmbH in good time of all information required by Rubix GmbH in order to check the final destination, including final use.

The validity of an offer, an order confirmation and the fulfilment of a contract by Rubix GmbH is subject to the proviso that there is no obstacle to this due to applicable national or international provisions under foreign trade or customs law or embargoes (or other sanctions). If the required official approvals are not issued or if the contract may not be fulfilled at the time of delivery due to an applicable provision referred to above, the offer, the order confirmation or the contract shall be deemed not to have been concluded with respect to the section concerned. The customer is not entitled to assert claims for damages if fulfilment is not possible, or only possible after a delay, due to one of the obstacles referred to above.

If the customer intends to re-sell or re-ship goods acquired from Rubix GmbH, he or she is obliged to check in good time and on his/her own responsibility whether any restrictions apply to this, including restrictions under applicable export control law, among others. Restrictions may need to be considered not only with respect to embargo countries but - depending on their classification and final destination - also their domestic re-sale.