

CCA CO₂ report – download / purchase

Return to: Cool Chain Association asbl.

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Price for non-members pls. tick your choice

Download PDF: 250 €

Purchase Printed Copy: 300 €

Please use block letters.

Name: _____

Address _____

Company _____

Telephone _____ **Fax** _____

E-mail: _____

Methods of payment – pls. tick your choice (no cheques accepted)

Credit Card payment : Visa Eurocard / Mastercard

Cardholders Name (as it appears on card)

Card number _____

Expire Date _____

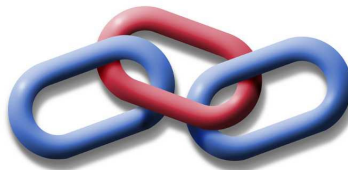
Card ID no. (Important) _____

Written on the backside of your card next
to your signature.

Signature _____

Terms and Condition/Cancellation policy

With Signature on this form, you order the download respectively the purchase of the printed copy and agree to the terms and conditions of the CCA as enclosed below.
Cancellation of the order is not possible at this point. You accept the order and the agreed payment. The download/printed copy will be distributed to you as soon as the payment has been transferred and accounted on the CCA account.



COOLCHAINASSOCIATION

General Terms and Conditions of the CCA

1. General Information

Our Terms apply exclusively; we do not accept any opposing or deviating terms by customer, unless, we have explicitly given our written approval. Our Terms also apply when we execute our delivery without any reservation while being informed of opposing or from our deviating terms of sale of customer. All agreements which are made between us and the customer for the execution of orders/bookings are listed in writing in these terms.

2. Offer and Closing of Contract

Statements of acceptance and all orders require for their validity our written or fax confirmation.

3. Prices – Terms of Payment

The price is listed in the order confirmation. Any additional deliveries or services shall be invoiced separately. Unless it cannot be derived otherwise from the order confirmation, our prices apply with “free delivery,” excluding packaging; such shall be invoiced separately. Any deductions require special written permission. Unless indicated otherwise in the order confirmation, the purchase price is due net (without any discount) within 10 days of ordering date.

4. Delivery Period

Delivery and service dates are only valid when they have been confirmed explicitly. The confirmation must take place in writing. Cases of force majeure (unexpected events, not caused by us which could have not been avoided in the care of a prudent salesman, e.g. strikes, war, fire, transportation blocks, lack of raw material, official measures) interrupt our delivery obligation for their duration and scope, also if we are already in delay. We shall be entitled to rescind from the contract in case of force majeure, once we have informed the customer immediately about the event of the force majeure and/or about the inability of a timely and proper delivery and have reimbursed the customer of any possible payment.

In the event that the delivery is caused by our fault, we are liable exclusively pursuant to legal provisions.

An acceptance without reservation of delayed deliveries or services shall count as a waiver by the customer to his contractual or legal claims, unless he has rebuked the delay within 14 working days after delivery. We commit to point this out to the customer explicitly on the delivery note.

We are liable pursuant to legal provisions, inasmuch as the delivery delay has been caused by us or through gross negligence of a breach of contract; we are liable for a delay by our representatives or vicarious agents. Inasmuch as the delivery delay has not been caused by willful breach of contract, our liability is limited to the expected, typical occurring damage.

In the event that the customer is in delay of acceptance or if he willfully breaches other duties to collaborate, then we shall be entitled to request compensation for any damages, including any possible additional expenses. We reserve the right for any further claim. In the event that the prerequisites in the previous sentence apply, the danger of accidental downfall or an accidental loss of the purchase good shall be transferred to the customer at the point in which he delayed acceptance or debtor's delay.

5. Packaging Costs

Unless indicated otherwise in the order confirmation, the delivery is “free of charge.”

6. Responsibility for Defects

Claims for defects by customer presuppose that he has properly complied with his obligation of inspection and rebuke. Our warranty duty also does not apply when the customer has treated the goods inappropriately.

7. Venue – Place of Fulfillment

In case of contractual partners abroad, UN purchase law shall apply. Place of fulfillment, also for payments by customer, shall be our place of business unless explicitly agreed otherwise with the customer. Such an agreement shall be in writing. Exclusive venue for all direct or indirect disputes resulting from the contractual relationship is Luxembourg. However, we reserve the right to litigate the customer at his general place of jurisdiction. This also applies to deliveries crossing borders.

8. Final Provisions

The communication with our contract partners may also take place per e-mail. However, in order to ensure orders, purchase acceptances, contractual agreements of any kind and legal statements of any kind with the intent of reciprocal validity, such must be confirmed immediately in writing, at least per fax. The customer agrees that all data pertaining to him from the business relationship shall be stored in our electronic data processing, including personal information. Any changes to contractual agreements require the written form. This also applies to the waiver of a written-form requirement. In the event that parts or passages of these terms become ineffective due to changes in the law of obligation (warranty) or due to other legal provisions, then the respective legally binding provision shall be enforce which comes closest to the actual provision and the economic purpose of the part or passage. The same applies to a gap in a provision.