

Incoterms - clause EXW means that MARBACH supplies by making the goods available at the premises of MARBACH or at any other named location, without the goods having been cleared for export or having been loaded onto collecting means of transportation.

Obligations of MARBACH and the client:

MARBACH supplies the goods in accordance with the contract by MARBACH making the goods available at the named location at the agreed time or, where nothing specific has been agreed, at the normal time, without loading onto any collecting means of transportation. If no specific location has been agreed and several locations are possible, MARBACH may select the location at the place of delivery. MARBACH shall inform the client when and where the goods are to be made available. MARBACH shall bear the costs associated with the goods until their due delivery.

The client is obliged to accept the goods when they have been delivered in accordance with the above paragraph. The client shall bear the costs arising after delivery of the goods and the costs arising if the client does not accept the goods or he has failed to inform MARBACH of the place and time of acceptance if he was entitled to specify those, provided always that the goods intended to be for the client have been sorted and identified. The client moreover shall bear the costs of customs duties, costs of customs formalities, taxes and other fees arising on import, export and through transit. The client shall furnish suitable evidence of acceptance of the goods.

MARBACH is merely obliged to provide assistance only in obtaining export licences or other official approvals. The corresponding costs incurred by MARBACH shall be borne by the client. Export and import shall be at the risk and expense of the client.

There shall be no obligation on either side to take out transport or insurance policies unless otherwise specified in the contract. At the client's request, MARBACH is obliged to give information necessary for the insurance of the goods.

MARBACH shall bear the risk of accidental deterioration or destruction until due delivery in accordance with the first paragraph. The client shall bear the risk, from the time when the goods were duly delivered or from the time when he failed to give notice of time and/or place of acceptance, if he was entitled to specify such, provided always that the goods intended to be for the client have been sorted and identified.

MARBACH shall bear the costs of inspecting the goods, as required for making the goods available to the client. MARBACH shall, at its own expense, provide the packaging necessary for transport, provided that this does not run counter to normal business practice, and provided that and to the extent that the means of transport have been identified to MARBACH before formation of the contract. The packaging shall be marked suitably.

The client shall bear the costs for all inspections of the goods before loading, including officially-ordered inspections in the exporting country.