6.1 The customer shall deliver the goods to be treated at its own cost and risk, if necessary due to duty, in due time. The goods shall be made ready in conformity with the underlying parameters of the validation. These include in particular the underlying specifications and required by BGS, e.g. the basis weight or thickness and/or dimensions such as diameter, thickness etc.

6.2 The goods to be treated shall be delivered in packaging material that allows easy and secure treatment by BGS and is suitable for reuse upon return. The customer shall reimburse BGS for all expenses in the event of improper packaging. BGS reserves the right to charge the customer for the costs incurred if the treatment of the goods becomes necessary. BGS may exclude unsuitable goods from treatment and unsuitable packaging from reuse without the customer being entitled to derive any claims therefrom.

6.3 If the goods to be treated have to be irradiated, BGS shall be entitled to dissolve the agreement by concluding a binding agreement between the customer and BGS due to reasons for which the customer can be held responsible. The customer shall reimburse any damage resulting from late delivery. In this case, BGS shall be entitled to claim liquidated damages at a rate of 1% of the agreed net invoice amount per working day from the date on which BGS can dispose of the agreed net invoice amount. The customer shall reserve the right to furnish proof for significantly less damage. BGS shall reserve the right to claim compensation for damage exceeding the flat rate.

6.4 BGS shall be obliged to keep the delivered goods in safe custody for the customer with the subsequent due care that it normally renders to its own goods. If the customer does not notify BGS about the readiness for shipment of the treated goods before the date of expiry, BGS shall be entitled to claim liquidated damages. The customer shall be obliged to specify the value of the goods at the time of placing the order and at the time of expiry. BGS shall only be liable for willful intent and gross negligence. The liability of BGS shall be limited to the amount of the actual production costs in the case of damage to the goods of the customer, including packaging. The customer shall be entitled to request subsequent performance free of charge for the time being. The prerequisite for the assertion of claims for compensation, for the time being, in contradiction to the agreement may be withdrawn. BGS shall reserve the right to claim compensation for damage exceeding the flat rate.

6.5 In the event that the collection or the requested shipment is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer as of the date on which the treated goods are ready for collection and/or shipment and BGS has notified the customer thereof.

6.6 The customer shall bear the storage costs after the passing of the risk. In the case that the goods are stored at BGS, the costs for storage shall be charged at the rates currently prevailing (separate price list, subject to change).

6.7 BGS presumes that the customer has insured its goods against burglary, vandalism, damage and damage caused by tap water and external water.

7. Qualitative default in performance

7.1 In the event that services owed pursuant to clause 1.2 are not rendered in accordance with the agreement or performance deadline and for which BGS is responsible, the customer may only request subsequent performance free of charge for the time being. The prerequisite for the assertion of claims for compensation, for the time being, in contradiction to the agreement may be withdrawn. BGS shall reserve the right to claim compensation for damage exceeding the flat rate.

7.2 In the case that the contractual obligations of BGS are performed by way of putting the radiation dose onto the goods to be irradiated, by as specified in the order in, even within the responsible grace period, the customer may subsequently terminate the contract, in particular, due to reasons, for which BGS is responsible, or is impossible or unacceptable for factual reasons or BGS becomes aware of circumstances that are likely to lead to a breach of contract at the time of conclusion of the agreement. In such cases, claims for damages shall be limited to the tenfold net invoiced amount as per date of payment of the invoice. Furthermore, any claims for damages shall be limited to the amount of the actual production costs in the case of damage to the goods of the customer, including packaging.

7.3 BGS shall be liable for any default of the goods to be irradiated, so that claims for damages in case of delay in delivery. In this case, BGS shall be entitled to claim liquidated damages at a rate of 1.5% of the net invoice amount per working day. The prerequisite for the assertion of claims for compensation, for the time being, in contradiction to the agreement may be withdrawn. BGS shall reserve the right to claim compensation for damage exceeding the flat rate.

7.4 Claims for damages for breach of contract at the time of conclusion of the agreement. In such cases, claims for damages shall be limited to the tenfold net invoiced amount as per date of payment of the invoice. Furthermore, any claims for damages shall be limited to the amount of the actual production costs in the case of damage to the goods of the customer, including packaging.

7.5 To the extent that the customer is entitled to claims for damages pursuant to this clause, the limitation of liability in accordance to clause 3, legal insolvency proceedings over the assets of the customer is inadmissible or the customer is not liable for payment for any reasons.

7.6 The termination of liability in favour of BGS shall also be applicable to its employees, executives and organs in the same way.