

General Business Terms of the Company
Seyffer GmbH, Helmertstraße 23, 68129 Mannheim

§ 1 Scope

1. Our Business Terms shall only apply towards entrepreneurs within the meaning of § 310 Par.1 BGB [German Civil Code].
2. We shall not recognise contradictory terms and conditions of the customer or terms and conditions which deviate from our Business Terms unless they had been agreed individually or we had explicitly approved their validity.

§ 2 Conclusion of the contract and contents

1. With the order the customer declares binding that it intends to acquire the ordered goods. We are entitled to accept the contractual offer in the order within two weeks after receipt. The customer waives the receipt of the declaration of acceptance.
2. Orders shall only become legally binding with written confirmation by us or by execution of the order. Collateral agreements, reservations, changes or supplements to a contract require a written confirmation in order to be valid.
3. Details concerning the object of the delivery or service (e.g. dimensions, other values, load-bearing capacity, tolerance and technical data) as well as presentation thereof (e.g. drawings and diagrams) are only insofar decisive provided that the usability for the purpose presumed as by law does not presume an exact correspondence. They are no guaranteed features of condition, but descriptions or markings of the delivery or service. The right is reserved to make technical changes within the framework of that which is deemed reasonable. The documents belonging to the offer such as copies, drawings, details of weight and quantities are only approximately decisive insofar as they have not been explicitly described as binding. Customary deviations, which are carried out owing to legal regulations or which represent technical improvements as well as the replacement of building components by equivalent parts are permitted insofar as they do not impair the usability for the contractually envisaged purpose. Documents with final details shall be supplied upon request to a reasonable extent when the contract is concluded. Minor deviations that are made due to legal regulations or that represent technical improvements, as well as the replacement of components by equivalent parts shall be permitted provided that they do not affect the application for the contractually intended purpose, and that this is reasonable to the customer.
4. We reserve our property rights and copyrights to the cost estimates, drawings, blueprints created by us as well as their calculable basis. These documents may neither be reproduced nor made accessible to third parties without our consent and are to be returned to us immediately if the order is not placed.
5. Increases or reductions shall be permitted in the case of custom-made products if this is based on production-related variations and lies within standard commercial tolerances. The price calculation in this case shall be according to the delivery amount.
6. Delivered samples are mere orientation samples; the properties of the sample are not deemed as warranty in case of a purchase according to a test or a sample.

§ 3 Prices and terms of payment

1. The prices are exclusive of the respective applicable rate of value added tax and apply “ex works”. The customer shall respectively bear the incurred secondary costs such as transport, travel, packaging and insurance costs.
2. Custom duties, consular fees and other taxes, charges and fees based on regulations outside of the Federal Republic of Germany, and as any costs arising in connection with these shall be borne by the customer. In the case of delivery including customs or other taxes, the price quoted shall be based on the rates applicable at the time of the offer. It is the actual costs that are calculated. Any applicable value-added tax shall be charged additionally.
3. If payment is made within 14 days from the invoice date, the customer shall be granted a 2% discount. Payment must otherwise be made within 30 days strictly net after the invoice date.
4. Payment deadlines shall be deemed as observed if we can dispose over the amount within the deadline. If a transfer of the payment from the country, from which the payment has to be made, is impossible at the time of the due date then the customer nevertheless has to pay the counter-value of the owed amount into the bank in this country within the deadline. In the event of the exchange rate deterioration of the amounts deposited in non-agreed currency the customer shall compensate these by a subsequent payment.
5. If the customer is in default with its payment obligation in full or in part – irrespective of our rights – it has to pay interest on default from this time in the amount of 8 percentage points above the respective base lending rate per annum insofar as do not prove higher damages.
6. The customer is only entitled to offset or retain payments against undisputed counter-claims or counter-claims which have been declared final and binding.
7. Changes to prices by us are permitted if there are more than four months between conclusion of the contract and agreed delivery dates. If the wages, the material costs or the cost prices in terms of the market are subsequently increased until the completion or execution of the delivery we are entitled to reasonably increase the price in line with the cost increase. The customer shall be informed here of immediately in writing.

§ 4 Delivery times/passing of risk/delay in acceptance

1. Delivery lead times are non-binding, unless we have expressly confirmed them as binding deadlines. Lead time and delivery period agreements shall be subject to the punctual delivery to us by our suppliers or cooperation partners.
2. The risk of the accidental destruction and accidental deterioration of the goods transfers, in the case of a sale to destination, with the handing over of the goods to the carrier, or otherwise with the handing over to the person designated by the customer.
3. It shall be for the customer to prove that public statements, promotion or advertising influenced his decision to buy.
4. Force majeure or similar events such as for example strike or lock-out exempt us from the service obligation for the duration of the interference and to the extent of their effect.
5. If the delivery or assembly is carried out by us with delay with the agreement of a binding assembly or delivery date and if the customer suffers damages to the delay hereby it can request compensation for default in the amount of the damages which are to be proven by it and which

were foreseeable at the time when the contract was concluded, at the earliest for the period of time after expiry of the final deadline of at least two weeks which is to be set by it. A maximum however for each week after expiry of the final deadline of 0.3 %, however at the most 5 % of the purchase price of that part of the delivery or service which cannot be used owing to the delay.

6. Where an acceptance needs to be acknowledged, the goods shall be deemed to have been accepted if: the delivery has been completed and we have informed the customer of this, indicating that acceptance shall be implied, and have requested that acceptance be confirmed; two weeks have passed since the delivery; the customer has started to use the goods, and, in this case, six working days have passed since the delivery and the customer has failed to accept the order within this period on the grounds of something other than a defect shown to us that makes the application of the goods impossible or seriously affects it.

§ 5 Reservation of title

1. The goods delivered to the customer and/or contributed goods by us shall remain our property until the full payment of all claims from the business relationships including existing claims from contracts concluded at the same time or subsequently with the customer. An in rem partial waiver clause shall apply to the event of the over-assurance.
2. A processing, mixing or conversion of the delivered goods is in any case carried out on our behalf. No obligations are established for us whatsoever. Insofar as the reserved goods are processed, connected or converted with other objects which do not belong to us we shall acquire the ownership to the new objects in the ratio of the value of the reserved goods (invoice amount including value added tax) to the other processed objects at the time of the processing. In the event of the inseparable connection of the reserved goods with other objects which do not belong to us we shall acquire co-ownership to the new object in the ratio of the value of the reserved goods (invoice amount including value added tax) to the other mixed objects at the time of the mixing. If the object of the customer is to be seen as the main object as a result of the mixing the customer and we hereby agree that the customer assigns us pro rata co-ownership to this object; we hereby accept the assignment. The customer shall store thus, produced sole or co-ownership to an object in safekeeping on our behalf.
3. While retention of title exists, the customer shall be prohibited from pledging the goods subject to retention of title or transferring them as a guarantee. The resale or usage of these goods shall only be permitted to resellers in the normal course of business and only provided that the customer continues to meet his payment obligations to us. The customer assigns to us here and now, to the value of the invoice amount (including VAT), any claim that he accrues from the resale, processing or from any other legal basis; we hereby accept the assignment. The customer shall be entitled to collect these claims provided that he continues to meet his payment obligations to us. With respect to extended retention of title, an assignment to a third party, in particular to banks, is contrary to contract and therefore not permitted. We shall be entitled at any time to examine purchase documentation and to inform those purchasers of the assignment.
4. If the customer is in default with its payment obligation or the redemption of a bill of exchange or encashment of a cheque in full or in part, in case of over-indebtedness or suspension of payment or if an application has been filed for insolvency we are entitled to take possession of all goods still subject to reservation of title immediately; we can also assert the further rights from the reservation of title immediately; this shall also apply in case of any other substantial deterioration of the financial circumstances of the customer. The customer grants us or agents authorised by us access to all business rooms during the business hours.

We are entitled to sell the reserved goods with the due care and attention of an ordinary businessman and to satisfy our claims from the proceeds by offsetting against the outstanding claims.

5. In case of access of third parties to the reserved goods, in particular by the court bailiff, the customer shall point out our ownership and inform us immediately so that we can assert our property rights. Insofar as third parties are not in the position to reimburse us the in court or out-of-court costs incurred in this respect the customer shall be liable for these costs.

§ 6 Warranty and liability

1. The customer has to report an existing defect of quality to us immediately in writing. Insofar as there is a defect we are, at our choice, entitled to subsequent performance in the form of the remedy of the defect or to delivery of a new faultless object. In the event of the remedy of defects or the replacement delivery we are obliged to bear all expenses which are necessary for the purpose of subsequent performance, in particular transport, route, labour and material costs insofar as these are not increased by the fact that the object was transported to another location than the place of performance
2. Claims for defects shall not exist in case of only insignificant deviations from the agreed condition, in case of only insignificant impairment of the usability, with natural wear and tear or with damages which were suffered after the passing of risk through faulty or negligent treatment/use, unsuitable operating equipment, faulty building work, unsuitable building foundation, over-voltage, stroke of lightning or similar external influences and through improperly carried out changes, repair work or improperly carried out services. A deviation of +/- 5 % does not represent any substantial deviation.
3. Increased or reduced deliveries in the case of custom-made products of up to 10% are foreseeable for production purposes and therefore to not represent ascribable material defects.
4. The statute-of-limitations for claims for defects is 12 months.
5. In case of breaches of duty of the customer, in particular with default in payment we are also entitled to cancellation in addition to taking the goods back after the unsuccessful expiry of a reasonable deadline for service set to the customer. The customer is obliged to hand the goods over. The taking back of the goods or the assertion of the reservation of title or the attachment of the reserved goods by us does not represent any cancellation of the contract unless we had explicitly declared this.
6. We shall be liable according to the statutory provisions insofar as the customer asserts claims for damages which are due to wilful intent or gross negligence including wilful intent or gross negligence of representatives or vicarious agents. Insofar as we are not accused of any wilful breach of the contract the liability for damages is limited to the foreseeable, typically incurring damages. The same shall apply if the customer is entitled to a claim for reimbursement of the damages instead of the service.
7. We shall be liable according to the statutory provisions insofar as an essential contractual obligation is culpably breached by us; the liability for damages in this case is also limited to the foreseeable, typically incurring damages.
8. The liability owing to culpable injury to life, the body or the health remains unaffected; this shall also apply to the mandatory liability according to the Product Liability Law.

9. Insofar as not otherwise regulated above the liability is excluded.
10. A delivery of used objects is carried out under the exclusion of all warranty.
11. In case of justified defects the customer may only withhold payments to the extent which is reasonably in proportion to the occurred defects. If the defects are reported without justification we can request the reimbursement of incurred expenses from the customer.
12. The statute-of-limitations in the event of a delivery recourse according to §§ 478, 479 BGB remains unaffected.

§ 7 Joint and several liability

1. A further liability for damages than envisaged in § 6 - irrespective of the legal nature of the asserted claim - is excluded. This applies in particular to claims for damages from the fault upon conclusion of the contract, owing to other breaches of duties or owing to claims in tort for compensation for property damages according to § 823 BGB.
2. The limitation according to Par. 1 shall also apply insofar as the customer requests the reimbursement of useless expenses instead of a claim for compensation of the damages instead of the service.
3. Insofar as the damages towards us are excluded or restricted, this shall also apply with regard to the personal liability for damages of our employees, workers and vicarious agents.

§ 8 Place of performance, place of jurisdiction, miscellaneous

1. The exclusive place of jurisdiction – also for cheque and bill of exchange proceedings – is Mannheim. The same place of jurisdiction applies if the customer does not have any general place of jurisdiction in the Federal Republic of Germany at the time when judicial proceedings are initiated. We shall, however, be entitled to call upon any legally competent court.
2. The law of the Federal Republic of Germany shall apply. The validity of the UN Convention on the International Sale of Goods is excluded.
3. The place of fulfilment for all contractual and legal claims shall be the head office of our company.