

SEGUFIX® - General Terms and Conditions

1. Validity of these terms and conditions

The following terms and conditions apply to all transactions of SEGUFIX® GmbH & Co. KG, referred to below as the Supplier, unless other terms are specified in the quote or in the order confirmation of the Supplier. Any additional terms that deviate from these, as well as subsidiary agreements are only binding if they have been confirmed in writing by the Supplier.

2. Quote and signing of contract

All agreements must be in written format, whether they are made at the time the contract was signed or later.

3. Scope of delivery and pricing

3.1 The pricing conditions are based essentially on our respectively applicable price lists plus sales tax as required by law. In the case of written order confirmations, the prices listed in our order confirmation plus sales tax as required by law are definitive. Prices that are agreed upon apply only to the accepted order in question.

3.2 Unless some other agreement is made, the prices for deliveries and services are understood as ex works. Additional deliveries and services will be calculated separately. The applicable freight tariffs will be applied to the freight calculation. In particular, tolls, consulate fees and other taxes, levies and fees resulting from requirements outside the Federal Republic of Germany as well as costs associated with them will be paid by the company placing the order. Upon delivery including customs or other levies, the specified prices are based on the rates in effect at the time of the quote. The actual costs will be calculated. Any accruing sales tax will be calculated in addition.

3.3 Partial deliveries are permitted at any time.

4. Terms and conditions of payment

4.1 All payments must be made without discount to one of the bank connections indicated in the invoice immediately after the invoice is presented. Payments will be considered as made on time if the Supplier has access to the amount within the time allotted. At the discretion of the Supplier, payments may be credited to other receivables that have not yet been paid.

4.2 Checks and drafts – insofar as draft payments have been agreed upon – are accepted as payment. Discount and collection fees as well as interest must be paid to the Supplier without delay.

4.3 A payment is late when a reminder is sent after the due date, but in any case 30 days after it is due and an invoice or equivalent request for payment is received. Unless a more serious late status is demonstrated, interest will be charged on the amount due from the time it was due at 5% above the prime lending rate.

4.4 If the company placing an order stops making payments, is involved in excessive indebtedness or files to begin bankruptcy proceedings, or falls in arrears in redeeming drafts or checks that are due, the entire amount receivable for the Supplier becomes due immediately. The same applies to any other significant deterioration in the financial status of the company placing the order. In these cases, the Supplier has the right to withdraw from the contract.

4.5 The company placing the order is not permitted to withhold payments because of deficiencies that are actually or allegedly present if it is a merchant as defined by the German Financial Law Code (Handelsgesetzbuch -HGB).

Other provisions will apply only if the Supplier is guilty of gross negligence, has already received the portion of compensation for its services corresponding to its service or if the counterclaim on which the right of retainer is based is uncontested, has legal force or if due for a decision.

In any case, the Supplier has the right to replace the amount retained by the company placing the order with a guaranty of payment that extends for the period of the warrantee.

4.6 The company placing the order may not make adjustment or withhold payments unless such adjustment or withholding of payments is uncontested or has the force of law. The Supplier has the right to take precautionary measures to prevent the company placing the order from exercising the right to withhold payments, including a security.

4.7 To ensure credit risk, and depending on the credit worthiness of the company placing the order, the Supplier reserves the right to make a delivery requested by the company placing the order only for cash on delivery.

5. Reserved ownership

5.1 The goods remain the property of the Supplier until all claims the Supplier has against the company placing the order are fulfilled (reserved goods), even if an individual item has been paid for. Pawning or transfer of title to the reserved goods is prohibited. If a claim is made to the delivered item by another party, in particular if the item is pawned, the company placing the order is required to notify the Supplier of this immediately.

Violation of this obligation to notify will serve as justification for the Supplier to withdraw from the contract.

5.2 If the company placing the order is late in whole or partially with its requirement to pay or to redeem drafts or checks that are due, if there is excessive indebtedness or failure to pay, or if bankruptcy is filed (protection from creditors), the following subsidiary protection agreements apply: Where this is permitted as part of regular business operations, in the case where reserved goods are resold, the company placing the order transfers to the Supplier, by way of a precautionary measure, future receivables from its customers it will receive from the resale up to and including repayment of all the Supplier's receivable amounts, without any special requirement for a later explanation. The conveyance also extends to residual receivables resulting from existing open account conditions or upon termination of such relationships of the company placing the order with its customers.

If the reserved goods are resold together with other objects, without having agreed upon an individual price for the reserved goods, the company placing the order transfers to the Supplier, with precedence over remaining receivables, that portion of the total receivable price corresponding to the value of the reserved goods invoiced by the Supplier. The company placing the order is authorized for collect receivables from resale to be forwarded to the Supplier until revocation. However, it is not authorized to have access to them in any other way, for example by conveyance. Upon request of the Supplier, the company placing the order must give notification of the conveyance and must hand over documents required to exercise its rights against customers to the Supplier, for example invoices, and to provide necessary information. The company placing the order is responsible for all receiving costs.

If the company placing the order receives drafts because of the authorization granted it to receive receivables from resale for the Supplier, ownership of these papers is transferred to the Supplier with the right of conveyance as a precautionary measure. The transfer of drafts is replaced by the agreement that the company placing the order is accepting them in safekeeping for the Supplier and will then deliver them directly to the Supplier fully endorsed. In the event that the compensation of the receivable forwarded to the Supplier should be received by the company placing the order or by its financial institution as checks, it must report this as soon as such funds are received and remit the amount. Ownership of the checks is transferred to the Supplier with the right of conveyance as soon as the company placing the order receives them. The transfer of papers is replaced by the agreement that the company placing the order is receiving them in safekeeping for the Supplier, and that it will immediately deliver them to the Supplier fully endorsed.

5.3 If the precautionary case described in Section 5.2 occurs, the Supplier furthermore has the right to take possession of all materials still subject to reserved ownership. It may also exercise its further rights of reserved ownership immediately. The same applies in the case of an otherwise significant deterioration in the financial status of the company placing the order. The company placing the order will allow access to all of its business offices to the Supplier or the Supplier's representative during regular business hours. The demand to surrender or take possession of property does not represent withdrawal from the contract. The Supplier has the right to exploit the reserved goods with the normal care of a proper merchant and to derive profit from them to satisfy open claims against them.

6. Delivery time and late delivery

6.1 Delivery times are not binding unless they have been approved in writing by the Supplier.

6.2 Meeting the delivery time requires the company placing the order to fulfill the obligations to cooperate that it has agreed to contractually. In particular, the all details of the order must be settled, all approvals have been issued and all documentation, payments and securities the company placing the order is required to provide have been received on time by the Supplier. Therefore, delivery time does not begin to run until the requirements above have been fulfilled. Delivery time has been met if the shipment is ready for shipping within the time agreed upon and notification to this effect has been sent to the company placing the order.

6.3 If the Supplier is prevented from executing deliveries and services in a timely manner by mobilization, war, civil unrest, a strike, lockout, interruption of operations, fire, natural catastrophe, transportation impediments, a change in legal requirements, governmental measures or regulations or the occurrence of other unforeseeable events beyond the Supplier's control, the delivery time will be lengthened appropriately.

6.4 If the delivery time is delayed by a circumstance for which the Supplier is responsible, the company placing the order may not withdraw from the contract or demand compensation because of failure to perform if it has previously and without success set a subsequent deadline of at least two weeks for the Supplier and threatened to take such action and this time period has expired with no positive result.

If the company placing the order takes advantage of its right to demand compensation because of failure to perform in this case, it will be considered as if it had no trust in the validity of the contract. Other provisions will apply only if the Supplier is responsible of gross negligence.

6.5 Claims for damages suffered by the company placing the order including from late delivery, and in particular for negligent violation of contract, unauthorized actions committed deliberately and resulting damages are excluded. This does not apply in the case of coercive liability for legal reasons for cases of deliberate action or gross negligence, for guaranteed features or violation of significant contractual obligations due to simple negligence for foreseeable damages typical for contracts.

6.6 The company placing the order is responsible for the additional costs of an interruption or delay in work for which the Supplier is responsible.

6.7 If the company placing the order is responsible for the shipment being late, the Supplier has the right to store the delivery object at the risk of the company placing the order and to demand compensation for resulting costs. In this case, the Supplier has the right to take out insurance covering storage risks at the expense of the company placing the order.

6.8 If the company placing the order is responsible for providing transportation materials for the delivery and it does not do so by the time agreed upon contractually, the Supplier is released of its obligation to deliver by storing and ensuring the delivery objects at the cost and risk of the company placing the order. The shipping or acceptance certificate is sufficient to prove delivery in accordance with the contract.

7. Transfer of risk

As a rule, risk is transferred to the company placing the order as soon as the object being delivered leaves the factory or is made available to the company placing the order in the factory. If shipment is delayed for reasons for which the Supplier is not responsible, risk is transferred to the company placing the order when notification of readiness to ship is issued.

8. Warrantee

8.1 If the sale is a commercial transaction for both parties, the company placing the order must examine the materials immediately after delivery and must notify the Supplier without delay if any deficiencies are apparent.

8.2 If the company placing the order fails to make such notification, the materials are considered to be accepted unless the deficiency is one that could not be detected during the examination. In addition, the provisions of §§ 377 ff of HGB apply.

8.3 Warrantee claims are limited to repair or replacement delivery at the discretion of the Supplier. If the first attempt to make repairs fails or if a deficiency occurs again, the Supplier has the right to make a second attempt to repair to the problem or to make a replacement delivery. This does not apply if a further attempt to make repairs or another replacement delivery would be unreasonable for the company placing the order in a particular case. The company placing the order is responsible for explaining and demonstrating this would be unreasonable.

The company placing the order is not authorized to demand reduced compensation or cancellation of the contract (at its discretion) until the second attempt to make repairs or the replacement delivery has also failed.

8.4 More extensive claims of the company placing the order, especially due to damages resulting from deficiencies are excluded unless they are the result of a lack of a feature of SEGUFIX®-Locks that was guaranteed. This does not apply in the case of malice, gross negligence or violation of significant contractual obligations on the part of the Supplier.

9. Return of flawless products

Return of products in their original packaging may be applied for. A restocking fee will be charged.

10. Final conditions

10.1 This contract is governed by the law of the Federal Republic of Germany.

10.2 The place of performance all contractual and legal claims is the headquarters of the Supplier.

10.3 If the company placing the order is a merchant, then Jesteburg is the exclusive legal jurisdiction, including check and draft transactions. The same legal jurisdiction applies if the company placing the order has no general place of legal jurisdiction in the Federal Republic Germany at the time when legal proceedings are initiated. However, the Supplier does have the right to appeal to any court with legal jurisdiction.

10.4 If individual conditions of the contract are unenforceable, the remaining parts of the contract remain valid. If a stipulation is or becomes unenforceable in whole or in part, the contractual parties will immediately endeavor to achieve the intended financial result of the unenforceable stipulation by another legally permitted means.

10.5 The preceding conditions also apply to deliveries outside of Germany.

10.6 All declarations of intention of the Supplier and the company placing the order in these General Terms and Conditions of Business must be in writing.

In case of a divergence caused by translation the German original text will be applied.