



General Terms and conditions of Seikel GmbH

§ 1 Scope of application

1. The following provisions finally stipulate the contractual relationship between Seikel GmbH, represented by managing directors Mrs Susanne Seikel and Mr Peter Seikel, Industriestraße 5–7, D-63579 Freigericht, herein after: "SEIKEL" and the respective customer.
2. At conclusion of the contract, only the present general terms and conditions, hereinafter "TOC", shall apply. Any provisions of the customer to the contrary or deviating from these terms and conditions shall not be accepted, except if SEIKEL has expressly agreed to these from case to case.
3. These TOC shall apply towards any customer of SEIKEL. Customers may be consumers within the meaning of Section 13 German Civil Code, as well as entrepreneurs within the meaning of Section 14 German Civil Code. A consumer shall be any natural person who concludes a legal transaction for a purpose that is neither subject to its commercial, nor its independent professional activity. An entrepreneur shall be a natural or legal entity, or a legal partnership that acts in exercise of its commercial or independent professional activity in conclusion of a legal transaction.
4. These TOC shall also apply towards any future transactions within the scope of the business relationship towards entrepreneurs, even if they are not expressly included again for each service.

§ 2 Object and conclusion of the respective contract

1. The object of the respective contract shall be the sale of goods by SEIKEL to the customer and/or rendering of works within the meaning of construction services, as well as installation and assembly work. The construction, installation and assembly services shall be performed based on the latest state of the art and the care common in the industry.
2. The product presentations on the website of SEIKEL and the associated services shall be written, but non-committal, information towards customers and new customers. The presentations of the products serve as basis for a written, also non-committal, request by the customer to SEIKEL. Dispatching the chosen products/services on the bookmark list

shall only trigger a request, rather than a binding order, to SEIKEL. If there are any questions about your request, SEIKEL will contact you again. Only after complete review of the request will you receive an individually adjusted written and now-binding offer by mail, email or fax. The customer shall have the option of accepting the offer within two weeks. The period shall commence upon issuing of the offer. If the customer accepts this offer within this period, this shall conclude the contract between the parties. If the customer only accepts this offer after the end of two weeks, i.e. with a delay, this shall be a new, but binding, offer to conclude a contract from the customer to SEIKEL. If SEIKEL then submits an order confirmation to the customer within three working days, or if SEIKEL sends the goods to the customer during this period, this shall constitute binding acceptance of the contract offer. This shall conclude a purchasing contract between the parties. Acceptance of a binding offer from a consumer shall be subject to Section 147 II German Civil Code. The offer of an entrepreneur shall remain valid for two weeks in contrast.

3. SEIKEL reserves, due to technical progress, changes to the technical data used in the offer or equivalent, or improving changes to the design and execution, after receipt of the order confirmation by the customer; provided that this does not considerably impair usability of the goods.
4. These TOC are available to the public at any time on the website of SEIKEL and may be printed out. The TOC are also posted in the company for review.
5. This contract shall be subject to German law, with the exception of the provisions of international private law and UN sales law, even if customers have their residence or corporate headquarters abroad.
6. All prices indicated on the website of SEIKEL are basic reference prices in Euro, stated excluding freight or shipping costs. The indicated prices shall be indicated gross and net and serve for information purposes. Upon the individual technical review of the customer vehicle, other items and costs than those requested or expected by the customer may be considered.

§ 3 Shipping costs, payment methods

1. For mail-order purchase of the goods from the corporate headquarters of SEIKEL, the customer shall bear the costs for dispatch of the goods. The packaging, freight and customs fees, as well as acceptance test certificates and material certificates shall be charge separately.
2. If costs arise for shipment, these shall be reported to the customer via the offer/order confirmation of SEIKEL.
3. The purchasing price generally must be paid in advance or at delivery of the parcel – i.e. by COD. Note that an additional COD fee will arise at delivery with COD and that additional costs may arise for shipping board. If goods are delivered abroad or for initial purchasers/customers, SEIKEL reserves the right to exclude one of the above payment versions.
4. SEIKEL shall dispatch the goods to the customer without delay after conclusion of the contract with payment option COD. For the payment option of advance payment, the goods shall only be sent to the customer after complete payment of the purchasing price. The customer's goods shall not be sent out at once in either version if the customer informed SEIKEL of different delivery periods when placing the order.

§ 4 Delivery and default

1. Delivery deadlines and delivery dates shall always be non-committal, except if they were expressly guaranteed in writing. The delivery period shall commence with conclusion of the contract at payment COD and on the day on which the payment of the purchasing price has been received by SEIKEL in full for advance payment.
2. If the customer is an entrepreneur and the object is sent at his request, the risk shall pass to the entrepreneur at handover to the transport company, for mail-order purchasers. For consumers, risk shall only pass when the goods are handed over to the customer.
3. When the delivery dates are delayed, the customer shall be obligated to set an appropriate grace period for SEIKEL.
4. Any delivery delays for which SEIKEL is at fault shall extend the agreed delivery period for the term of this impairment. If the agreed delivery time in such cases is exceeded by more

than 10 weeks already, SEIKEL and the customer shall have the right to withdraw from the contract. The customer shall not be obligated to set a grace period for delivery in this case.

5. SEIKEL shall also have a withdrawal right if the object of the service cannot be delivered to the customer; the responsibility of SEIKEL for wilful intent and negligence shall not be affected. The customer shall be informed without delay in writing about the lack of availability of the product/impossibility to render the service. Compensation already paid by the customer shall be reimbursed. SEIKEL reserves offering goods equivalent in price and quality with the objective of concluding a new contract. The above limitation shall not apply to fixed transactions.
6. If none of the payment methods named in Section 4 no. 1 is selected due to an exception and SEIKEL issues invoices, these shall be settled within 14 days of the date of the invoice. After expiration of the payment period, SEIKEL shall have the right to charge interest common in banking from the due date onwards, without requiring any special reminder. Payments of the customer shall always be used to repay the oldest due liability first.
7. For each reminder letter, flat-rate dunning fees at 5.00 Euro may be asserted. The assertion of further reminder dunning fees is expressly reserved.
8. If the payment conditions are not complied with, all claims of SEIKEL from the business relationship with the customer shall fall due at once. SEIKEL shall also have the right to retain any pending deliveries that are due to any other order and to only perform further deliveries against advance payment or sufficient collateral.
9. Additionally, SEIKEL shall have the right to withdraw from the contract if the customer has neither paid the compensation nor provided the collateral within an appropriate set period.
10. The customer shall enter default at non-timely acceptance of the service/acceptance of the work, except if the customer is not at fault for the circumstance and renders counter-evidence. SEIKEL shall have the right to assert claims to damages.

§ 5 Reservation of Title

1. The customer's vehicle that is in the workshop of SEIKEL for conversion measures shall only be released when the customer has met the claims or when a special agreement with the customer has been reached.

2. The delivered goods shall remain the property of SEIKEL until completed payment to the consumers.

The assertion of set-off and retention rights shall only be permitted in case of counter-claims that have been recognised by SEIKEL or finally determined. The consumer shall not have the right to assign any claims from the contractual relationship to third parties without the advance written consent of SEIKEL. SEIKEL shall have the right to assign all claims from the contractual relationship without the customer's consent.

3. For entrepreneurs, the object of delivery shall remain the property of SEIKEL until all claims due to it against the client from the business relationship have been met.

The following shall apply additionally if the customer is an entrepreneur:

- a) The reservation of title shall also refer to the new goods resulting from combination, mixture or processing at a ratio of the invoice value for the combined or mixed goods at the time of processing.
- b) For the case of further sale of the delivered goods or the new goods, the entrepreneur hereby assigns its claims against the purchaser, including any ancillary rights, to SEIKEL as collateral. However, the assignment shall only apply up to the amount that corresponds to the amount invoiced by SEIKEL for the delivered goods. The share of the claim assigned to SEIKEL shall be settled with priority.
- c) Until revocation, the entrepreneur shall have the right to collect the assigned claims. The customer shall pass any payments made for the assigned claims by the purchaser to SEIKEL without delay until the amount of the secured claims. If there is any important reason, in particular in case of default of payment, cessation of payment, opening of insolvency procedures or justified indications of over-indebtedness or threatening insolvency of the customer, SEIKEL shall have the right to revoke the customer's collection authorisation. SEIKEL may also disclose the assignment as collateral upon preceding threat, and in compliance with an appropriate grace period, utilise the assigned claims and demand disclosure of the assignment as collateral by the customer towards the third party.

- d) If the entrepreneur does not properly meet its payment obligations, it shall be obligated to inform its purchaser of the assignment at once and to provide SEIKEL with the information/documents required to collect.
- e) As far as the value that can be realised for all collateral that are due to SEIKEL exceeds the amount of all secured claims by more than 10%, it shall release a corresponding part of the collateral upon the customer's request. SEIKEL shall be due the choice of the collateral rights to be released.

§ 6 Revocation right

A customer who is a consumer shall be expressly informed of the revocation right at submission of the binding purchasing. He or she will be informed about the conditions, the periods and procedure for exercising the revocation rights within the scope of a separate instruction.

In case of effective exercise of the revocation right, the consumer shall bear the complete costs for return transport.

For returns without underlying deficits in the quality or type of the respective product (e.g. bad purchase, dislike of the shipment, etc.), we charge a handling fee.

§ 7 Warranty rights

1. In purchasing contracts with SEIKEL, the warranty claims shall be according to the statutory provisions of purchasing law, Sections 433 et seqq. German Civil Code, and for consumer goods purchasers according to Sections 474 et seqq. German Civil Code, as far as nothing else has been agreed on below.
2. As an entrepreneur, you as the customer are obligated to inspect the goods without delay and with the due diligence for any deviations of quality and quantity and to report any obvious defects to SEIKEL within 3 days of receipt of the goods. The deadline shall be complied with by timely dispatch of a detailed description of the defect by mail or fax. This shall also apply to any concealed defects found later, from the time of detection. In case of

violation of the inspection and complaint obligations, assertion of the warranty claims shall be excluded.

3. In case of justified and properly reported defects, the customer must set an appropriate grace period for subsequent performance for SEIKEL. While SEIKEL meets the obligations to subsequent performance, and specifically to the removal of defects or delivery of an object without defects, the customer cannot assert any secondary rights. These rights shall only apply if subsequent performance has failed twice.
4. If the customer is an entrepreneur, the warranty period under purchasing law from Section 437 nos. 1 and 3 German Civil Code for new items shall be one year from delivery of the object, deviating from Section 438 para. 1 no. 3 German Civil Code. The statutory warranty period shall apply to consumers.
5. Entrepreneurs shall not have any claims for defects in case of inessential deviations from the agreed properties or inessential impairment of usability.
6. The statutory provisions in accordance with Section 631 et seqq. German Civil Code shall apply in case of works, except if something else is agreed on here.
7. SEIKEL shall bear the liability for defects for the agreed works corresponding to the requirements agreed based on the offer. The period of expiration for the claims according to Section 634 nos. 1, 3 and 4 German Civil Code shall be one year from acceptance, deviating from Sections 634a I no. 3 German Civil Code, provided that the customer is an entrepreneur. The period stipulated by the law shall apply to consumers.

§ 8 Liability

1. Within the scope of the statutory provisions, SEIKEL shall be liable according to the proviso of these conditions for the legal representatives and employees as vicarious agents and assistants for damages,
 - a) for damage from violation of life, limb, body or health that are due to any wilful or negligent violation of obligations of a legal relative or vicarious agent of our company;
 - b) as well as for any other damage due to any wilful or other violation of obligations due to a legal relative or vicarious agent of our company.

2. In any other cases, SEIKEL shall only be liable for any damage that is typical and foreseeable based on the contractual use of the purchased object delivered by SEIKEL, specifically for damage from culpable violation of essential contractual obligations.
3. SEIKEL shall not be liable for any other damage that stems from negligently caused inadmissible action or by assembly errors of the customer.
4. Liability for missing of represented properties, or due to malicious intent or defects, due to wilful or grossly negligent inadmissible action and under the product liability act, shall not be affected.
5. The above provisions shall also apply to damage that may occur during troubleshooting or at exchange of products within the scope of warranty.
6. Claims due to defects of the object shall not apply if the customer performed any unauthorised repairs or has them performed by third parties without the approval of SEIKEL or if the defects have been caused by improper use by the customer or by external influences for which; SEIKEL is not at fault. The customer shall bear the burden of evidence in order to nevertheless assert the claims.

§ 9 Final Provisions

1. The place of performance shall be Freigericht in Germany. If the parties are merchants, the headquarters of SEIKEL are agreed as place of jurisdiction for any disputes that result from, or in connection with, this contract.
2. If any one or several of the above provisions are or become wholly or partially invalid, the validity of the remaining ones shall not be affected by this. An invalid provision shall be placed by such provision that comes as close as possible to the desired economic purpose in a legally admissible manner by way of supplementary interpretation of the contract. Apart from this, the relevant statutory provision shall apply.
3. The English and French versions of these terms have been drawn up solely to facilitate work. If in doubt, this German version shall apply exclusively.



Seikel GmbH
63579 Freigericht
Deutschland

Tel.: +49 (0) 60 55 9 07 92 - 0

Fax: +49 (0) 60 55 9 07 92 - 29

E-Mail: info@seikel.de

www.seikel.de

Vertreten durch die Geschäftsführung: Susanne Seikel, Peter Seikel

Handelsregister beim Amtsgericht Hanau: HRB 12377

Registergericht: Amtsgericht Gelnhausen

Umsatzsteueridentifikationsnummer: DE 169 090 086

Steuer-Nummer: 019 869 00 683

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