

General Terms and Conditions of Seibold Coil- u. Kanttechnik GmbH

The basis for a long-lasting and continuous business relationship is not the terms of delivery and payment, but rather cooperation and mutual trust. Nonetheless, it is necessary for us to define certain provisions in our terms of delivery and payment that deviate from or supplement statutory regulations for all business transactions with our customers. At the same time, we hereby expressly reject the applicability of any purchasing or order terms provided by our customers—now and in the future.

1. Scope of Application

1. These General Terms and Conditions of Sale shall apply to all business dealings between Seibold Coil- u. Kanttechnik GmbH (hereinafter “Seibold”) and the purchaser, even if not explicitly mentioned in future contracts. They shall also apply accordingly to contracts for work and services. In the case of work performance, acceptance shall replace delivery; for services, the receipt of performance shall apply.
2. Conflicting, supplementary, or deviating terms and conditions of the purchaser shall not become part of the contract unless Seibold expressly agrees to their application in writing. These General Terms and Conditions of Sale shall also apply if Seibold, with knowledge of such conflicting, supplementary, or deviating conditions, performs delivery without reservation.
3. Agreements that deviate from, supplement, or conflict with these General Terms and Conditions of Sale and are made between Seibold and the purchaser in connection with a contract must be documented in writing. This also applies to any waiver of the written form requirement.
4. Statutory rights or additional contractual rights to which Seibold is entitled shall remain unaffected by these General Terms and Conditions of Sale.

2. Conclusion of Contract

1. Offers made by Seibold are non-binding and subject to change.
2. Illustrations, drawings, weight, dimension, performance, and consumption specifications, as well as other product descriptions in the offer documents, are only approximate unless expressly designated as binding. They do not constitute an agreement or guarantee of a specific condition or durability of the products unless expressly agreed in writing. The same applies to expectations the purchaser may have regarding the products or their intended use.
3. Seibold retains all ownership, copyright, and other intellectual property rights to all offer-related documents. Such documents may not be disclosed to third parties. The purchaser shall, upon Seibold’s request, return all offer documents without delay if they are no longer needed for ordinary business purposes. This also applies to all other materials, designs, samples, prototypes, and models.
4. An order becomes binding only after Seibold confirms it in writing within two weeks or executes the order, particularly through the shipment of products. An order confirmation generated by automated systems without signature shall be deemed to satisfy the written form requirement. If the order

confirmation contains obvious errors, such as typographical or calculation mistakes, it shall not be binding on Seibold.

5. Silence on the part of Seibold in response to offers, orders, requests, or other declarations by the purchaser shall not constitute acceptance unless previously agreed in writing.

6. If the purchaser's financial circumstances significantly deteriorate, or if a justified application for the opening of insolvency or similar proceedings is rejected due to lack of assets, Seibold is entitled to withdraw from the contract in whole or in part.

3. Scope of Delivery

1. The scope of delivery is determined by Seibold's written order confirmation. Any changes requested by the purchaser to the delivery scope shall only be effective if confirmed in writing by Seibold. Seibold reserves the right to make design and form modifications to the products, provided such modifications are standard in the industry, fall within DIN tolerances, or are minor and reasonable for the purchaser. The same applies to the selection of materials, specifications, and construction type.

2. Partial deliveries are permissible.

3. Due to production-related reasons, Seibold reserves the right to make excess or short deliveries of up to 10% of the confirmed delivery quantity. In such cases, warranty claims are excluded.

4. Delivery Time

1. Agreements on delivery dates and deadlines must be made in writing. Delivery periods and dates are non-binding unless Seibold has explicitly confirmed them in writing as binding.

2. The delivery period shall begin with the dispatch of the order confirmation by Seibold, but not before all documents, permits, and approvals to be provided by the purchaser have been received, all technical issues have been clarified, and any agreed advance payments and contractual delivery of free-issue parts (in particular, free of defects) have been made. If a specific delivery date has been agreed, it shall be extended accordingly if the purchaser fails to provide necessary documents or approvals on time, delays clarifications, or fails to deliver agreed pre-supplied items free of defects and on time. The adherence to the delivery time also presupposes that the purchaser has fulfilled all other contractual obligations properly and on time.

3. The delivery deadline is met if the products have left the factory or Seibold has notified the purchaser of readiness for dispatch by that date. Compliance with the delivery deadline is subject to proper and timely self-supply, unless Seibold is responsible for the delayed or failed self-delivery. In such a case, Seibold is entitled to withdraw from the contract and shall inform the purchaser immediately and refund any advance payments made.

4. If delivery is delayed, the purchaser may withdraw from the contract only after granting Seibold a reasonable grace period in writing, which expires unsuccessfully.

5. Cross-Border Deliveries

1. For cross-border deliveries, the purchaser is responsible for submitting all necessary declarations to authorities in a timely manner and taking all actions required for export from Germany and import into the destination country. This includes obtaining the documents required for customs clearance and compliance with export control regulations or other restrictions.
2. Deliveries are subject to the condition that no national or international legal obstacles exist, in particular those arising from export control laws, embargoes, or other sanctions.
3. Delays due to export control checks shall suspend delivery deadlines.

6. Acceptance

1. Where acceptance has been contractually agreed between the parties, either party is entitled to request partial acceptance. Acceptance, including partial acceptance, shall be effected by the joint signature of an acceptance protocol drawn up by both parties.
2. Acceptance shall also be deemed to have occurred if the purchaser fails to accept the performance within a reasonable deadline set by Seibold, although the purchaser is obligated to do so, or if the purchaser starts operating or otherwise using the products.
3. Acceptance may not be refused due to minor defects.

7. Prices and Payment

1. Unless otherwise agreed, prices are ex works and do not include shipping, packaging, insurance, statutory taxes, customs duties, or other charges. These costs, especially those for packaging and transport, shall be invoiced separately. Value-added tax shall be shown separately in the invoice at the statutory rate in effect on the date of invoicing.
2. Seibold reserves the right to adjust the prices payable under the contract at its reasonable discretion, based on changes in cost factors relevant for the price calculation. The basis for price adjustments is the data published by the Federal Statistical Office of Germany. A price increase may occur if material prices rise by more than 5% between the time of order confirmation and the time of material procurement. Likewise, a price reduction shall apply if material prices fall by more than 5% during the same period. A price adjustment may also be made if economic or legal conditions change and thereby affect cost structures. Material cost increases or reductions of more than 5% shall be billed as an adjustment. Increases in one cost factor (e.g., material) may only be used to justify price increases if they are not offset by cost reductions in other areas. In the case of cost reductions, Seibold shall reduce prices accordingly unless those savings are offset by increases elsewhere. Seibold shall ensure that price changes reflect both cost increases and decreases fairly and equitably.
3. Unless otherwise agreed, the purchase price is payable net within 14 days from the date of invoice. The date of payment shall be the date on which Seibold has access to the funds. In case of delayed payment, the purchaser shall pay interest at 9 percentage points above the applicable base interest rate per annum. Further claims by Seibold remain unaffected. Additionally, in case of default, all outstanding claims against the purchaser become immediately due and payable.

8. Transfer of Risk

1. The risk of accidental loss or deterioration shall pass to the purchaser upon handover of the products to the carrier or upon departure from Seibold's warehouse for the purpose of shipment. If the purchaser collects the products, the risk passes upon notification of readiness for collection. These provisions also apply in cases of partial deliveries or if Seibold assumes additional services, such as transportation or on-site installation at the purchaser's location.

2. If the purchaser delays acceptance, Seibold may claim compensation for resulting damages, including additional expenses. In particular, Seibold may store the products at the purchaser's expense. Storage costs will be charged at a flat rate of 0.5% of the net invoice value per commenced calendar week. Further claims remain unaffected. The purchaser may provide proof that Seibold has incurred lower or no costs. The same applies if the purchaser violates other obligations to cooperate, unless the purchaser is not at fault. In any case, the risk of accidental loss or deterioration shall pass to the purchaser no later than the onset of default in acceptance. After expiry of a reasonable grace period, Seibold may dispose of the products otherwise and extend the delivery period accordingly.

3. If shipment is delayed due to circumstances not attributable to Seibold, the risk shall pass to the purchaser upon notification of readiness for dispatch.

4. Delivered products must be accepted by the purchaser even if they show minor defects, without prejudice to warranty rights.

9. Dispute Resolution in B2B Context

9.1 Mediation Procedure Prior to Legal Proceedings

1. The contractual parties agree to conduct an out-of-court mediation procedure for all disputes arising out of or in connection with this contract, including those regarding its existence or validity. Legal action may only be initiated once the mediation process has been conclusively terminated.

2. The mediation shall be conducted before a jointly agreed mediation body. If the parties fail to agree on such a body, the competent Chamber of Industry and Commerce at the supplier's registered office shall designate one upon request by either party.

3. Both parties undertake to actively and seriously participate in the mediation process. The initiation of the mediation shall suspend the statute of limitations for the claims in dispute, but no longer than six months from commencement.

4. The right of either party to initiate legal proceedings if the mediation fails remains unaffected.

10. Warranty Claims

1. The purchaser's warranty rights require that they inspect the delivered products immediately upon receipt—if reasonable, also by test usage—and notify Seibold in writing of any apparent defects no later than two weeks after delivery. Hidden defects must be reported to Seibold immediately after their discovery in writing. The purchaser must describe the defects in writing when making the notification.

Furthermore, the purchaser's warranty rights require that all specifications, instructions, guidelines, and conditions provided in technical manuals, installation, operating, and service instructions are observed during planning, construction, installation, connection, commissioning, operation, and maintenance, including proper documentation of any maintenance and the use of recommended components.

2. In the event of defects, Seibold may, at its own discretion, remedy the defect or supply a replacement product free of defects. In the case of subsequent performance, Seibold shall bear all necessary costs, in particular transport, travel, labor, and material costs, provided these are not increased because the goods were taken to a place other than the delivery address. Labor and material costs claimed by the purchaser in this context must be calculated at cost. Replaced parts shall become the property of Seibold and must be returned to Seibold.

3. If Seibold is unwilling or unable to provide subsequent performance, or if such performance fails, is unreasonable for the purchaser, or is unreasonably delayed for reasons attributable to Seibold, the purchaser may—without prejudice to any claims for damages—withdraw from the contract or reduce the purchase price.

4. The purchaser's right to withdraw from the contract is excluded if they are unable to return the received performance and this is not due to the nature of the goods, a responsibility of Seibold, or a defect that became apparent only during processing or transformation of the goods. The right of withdrawal is also excluded where Seibold is not responsible for the defect and where the purchaser is obligated to provide compensation in lieu of restitution.

5. No warranty claims shall exist for defects resulting from natural wear and tear (especially of wearing parts), improper handling, installation, use, or storage, or improper modifications or repairs by the purchaser or third parties. The same applies to defects that are the result of external influences or causes unrelated to the original defect.

6. Claims by the purchaser for reimbursement of expenses in lieu of damages are excluded if a reasonable third party would not have incurred such expenses.

7. Seibold does not grant any guarantees, particularly not for specific characteristics or durability, unless explicitly agreed upon in writing on a case-by-case basis.

8. Defects must be reported to Seibold in writing without delay; visible defects must be reported no later than 10 days after receipt of the goods.

9. The limitation period for warranty claims is six months. If the defective goods were used in a building in accordance with their typical purpose and caused its defectiveness, or if the defect relates to a building itself, the limitation period shall be five years. This also applies to claims based on tort arising from a product defect. The limitation period begins with delivery of the goods. This limitation reduction does not apply to Seibold's unlimited liability for damages resulting from a warranty, injury to life, body or health, for intent or gross negligence, or for product defects, or where Seibold has assumed a procurement risk. Any response from Seibold to a warranty claim shall not be deemed as entry into negotiations unless the claim is fully rejected.

11. Additional Provisions for Commercial Purchasers (§ 377 HGB)

1. If a defect in the purchased goods exists, we may, at our discretion, either rectify the defect or deliver new, defect-free goods. If subsequent performance fails, the purchaser may, at their discretion, withdraw from the contract or reduce the purchase price. Claims for damages are excluded to the extent permitted by law.
2. The purchase price is due upon delivery unless otherwise agreed.
3. The goods remain our property until full payment of the purchase price. In addition, the standard retention of title clauses of the German Building Materials Trade Association (Bundesverband des Deutschen Baustoffhandels e.V.) dated April 1, 1977 shall apply to business transactions with commercial customers.
4. If we also assume installation or assembly of construction materials or elements, the German Construction Contract Procedures (VOB) shall form the basis of the contract. We offer our customers access to the VOB/B contractual terms and, if applicable, the VOB/C technical regulations.
5. The place of jurisdiction for commercial customers shall be our registered office. German law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
6. Customer data shall be processed and used insofar as legally required or necessary for the maintenance of business relations. Personal data shall be handled in accordance with the German Federal Data Protection Act.

12. Tools

1. Ownership of tools procured or manufactured by Seibold shall not pass to the purchaser until the tool costs have been paid in full.
2. The purchaser may only demand the return of the tools after the agreed production quantity has been accepted and paid.
3. Seibold is entitled to reuse or scrap the tools if no orders have been placed for a period of twelve months.

13. Product Liability

1. The purchaser shall not modify the products, in particular, shall not alter or remove any warnings regarding dangers in case of improper use. If this obligation is breached, the purchaser shall indemnify Seibold internally against any third-party product liability claims, unless the purchaser is not responsible for the defect that gave rise to liability.
2. The purchaser shall inform Seibold in writing without delay of any risks related to the use of the products or any possible product defects that come to their attention.
3. The purchaser shall support Seibold in any product recalls or product warnings, particularly by assisting in the clarification of defects or risks.

14. Force Majeure

1. If Seibold is prevented from fulfilling its contractual obligations, particularly delivery of the products, due to force majeure, Seibold shall be released from its obligations for the duration of the impediment plus a reasonable restart period, without being liable for damages. The same applies if fulfillment becomes unreasonably difficult or temporarily impossible due to unforeseen circumstances beyond Seibold's control, including but not limited to labor disputes, governmental actions, energy shortages, delivery disruptions from suppliers, or substantial operational disturbances. This also applies if such circumstances occur at Seibold's subcontractors or if Seibold is already in delay at the time. If Seibold is released from its delivery obligation, it shall reimburse any advance payments made by the purchaser.

2. If the impediment lasts for more than four months and Seibold no longer has an interest in performing the contract, Seibold may withdraw from the contract. Upon the purchaser's request, Seibold shall declare after the four-month period whether it intends to exercise the right of withdrawal or perform the contract within a reasonable period.

15. Retention of Title

1. The delivered products shall remain the property of Seibold until full payment of the purchase price and all claims arising from the business relationship has been received. The purchaser is obliged to treat the products subject to retention of title with due care during this period, and in particular, insure them at their own expense at replacement value against fire, water, and theft. Proof of insurance must be provided to Seibold upon request. The purchaser hereby assigns all compensation claims from this insurance to Seibold. Seibold hereby accepts this assignment. If assignment is not permitted, the purchaser instructs the insurer to make payments only to Seibold. Seibold's further rights remain unaffected.

2. The purchaser may resell the products subject to retention of title only in the ordinary course of business. Otherwise, the purchaser is not entitled to pledge, transfer by way of security, or otherwise dispose of the products in a manner that endangers Seibold's ownership. In the event of seizures or other third-party interventions, the purchaser must notify Seibold immediately in writing, provide all necessary information, inform the third party of Seibold's ownership, and cooperate in safeguarding Seibold's rights. If the third party is unable to reimburse Seibold's judicial and extrajudicial costs, the purchaser shall be liable for the resulting loss, unless they are not responsible for the breach of duty.

3. The purchaser hereby assigns to Seibold all claims from the resale of the products, including all ancillary rights, regardless of whether the goods were resold before or after processing. Seibold accepts this assignment. If assignment is not permitted, the purchaser instructs the third-party debtor to make payment only to Seibold. The purchaser is revocably authorized to collect the assigned claims on behalf of Seibold. The collected amounts must be forwarded to Seibold immediately. Seibold may revoke the purchaser's collection authority and the right of resale for cause, especially if the purchaser fails to meet their payment obligations, is in default, suspends payments, or if insolvency proceedings or similar debt settlement proceedings are filed by or against the purchaser and not accepted due to insufficient assets. In case of global assignments, the purchaser must exclude Seibold's claims.

4. Upon Seibold's request, the purchaser must inform the third-party debtor of the assignment and provide Seibold with the necessary information and documents for collection.

5. In the event of contractual violations, especially default in payment, Seibold may, after setting a reasonable deadline, withdraw from the contract. The purchaser must immediately grant Seibold or its agents access to the goods and return them. After proper notice, Seibold may utilize the goods to satisfy outstanding claims.

6. The processing or combination of the goods with other items not belonging to Seibold shall always be done for Seibold. If the goods are combined with other items, Seibold shall acquire co-ownership in proportion to the value of its goods to the other items at the time of combination. The purchaser shall store the resulting co-owned item for Seibold. The same rules apply to such resulting items as to the products delivered under retention of title.

7. Upon the purchaser's request, Seibold is obliged to release securities to the extent their realizable value exceeds Seibold's claims by more than 15%, taking customary bank discounts into account. Seibold shall choose which securities to release.

8. For deliveries to jurisdictions where the retention of title does not offer the same security as under German law, the purchaser hereby grants Seibold an equivalent security right. The purchaser agrees to do everything necessary to establish and enforce such rights.

16. Confidentiality

1. Both parties agree to maintain strict confidentiality about all information designated as confidential or which, by its nature, constitutes a trade or business secret for five years from the date of delivery. Such information must not be recorded, disclosed, or used unless required for the business relationship.

2. The obligation of confidentiality does not apply to information that the receiving party can prove was already known before the contractual relationship, became public knowledge without fault, or was lawfully disclosed by a third party. The burden of proof lies with the receiving party.

3. The parties shall ensure by appropriate contractual measures that their employees, freelancers, contractors, and service providers also observe this five-year confidentiality obligation.

17. Final Provisions

1. The transfer of rights and obligations by the purchaser to third parties requires prior written consent from Seibold.

2. The purchaser may only offset claims that are legally established or undisputed. The right of retention is permitted only if the counterclaim is based on the same contractual relationship.

3. The contractual relationship between the purchaser and Seibold shall be governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

4. Jurisdiction shall lie with the courts of Ellwangen, provided the purchaser is a merchant. Seibold may also bring actions at the purchaser's place of business or any other permissible venue.

5. The place of performance for all obligations of the purchaser and Seibold shall be Seibold's registered office, provided the purchaser is a merchant.

6. The contractual language is German.

7. These terms apply to all current and future offers and orders for goods. Deviations require Seibold's express written confirmation. If any clause in these General Terms and Conditions is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected. Any invalid or unenforceable clause shall be replaced by a valid provision that most closely reflects the economic intent of the original.

8. Delivery "free to construction site/warehouse" means delivery without unloading, provided access roads and unloading locations are reachable. If unloading is agreed, it shall be done at the vehicle. At that point at the latest, Seibold's liability for loss or deterioration passes to the buyer.

9. The place of performance for deliveries shall be the respective loading site. The risk of accidental loss or deterioration passes to the buyer upon handover to the carrier or collector, or at the latest when the goods leave Seibold's factory or warehouse—even if Seibold handles or arranges transport.

10. The buyer must inspect goods immediately upon delivery. Defects or damage must be reported in writing without delay. If no written complaint is made within one week of receipt, the goods shall be deemed accepted unless the defect was hidden or the seller acted fraudulently. Defective goods must not be processed or installed. Liability for alleged damage is excluded to the extent permitted by law.

11. If any provision of these General Terms and Conditions is or becomes wholly or partially invalid or unenforceable, or if these terms contain a gap, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid one that best reflects its original intent. In case of a gap, a provision shall apply that reflects what the parties would have agreed if they had considered the matter.