

# General Terms and Conditions

seca gmbh & co. kg

## 1. General information

- 1.1. For all purchase and service contracts (including software) and other legal transactions between seca and the customer, the following terms and conditions ("GTC") shall apply.
- 1.2. Conflicting terms and conditions shall not be binding even if seca has not expressly objected to them. Verbal agreements and collateral agreements shall only be valid if they are confirmed in writing.
- 1.3. These terms and conditions expressly do not apply to legal transactions between seca and consumers.

## 2. Conclusion of contract / return

- 2.1. Orders of the customer are only accepted if they are confirmed in writing by seca. Unless otherwise stated, offers made by seca shall lose their validity within 14 days of receipt by the customer.
- 2.2. seca does not grant any right of return for products purchased subject to these GTC unless this has been expressly confirmed in writing. Any return by the customer without prior written consent will not be accepted and entitles seca to refuse to accept the return. The customer's statutory rights shall remain unaffected.

## 3. Product features

The properties, features and intended use of the products are set out in the product descriptions and operating instructions available for download on the seca website. Any agreements deviating from these characteristics or the intended use must be confirmed in writing in order to be valid. The illustrations, drawings, and weight specifications in catalogs and on Internet pages contain only approximate values, unless they are expressly identified as exact values.

## 4. Terms of delivery

- 4.1. Insofar as INCOTERMS are agreed, the content shall be based on INCOTERMS 2020. If shipping is owed, seca shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself. Additional services and subsequently requested deviations from the agreed service conditions (in

particular additional storage, change of forwarding agent, preparation and dispatch of additional documents) shall be remunerated separately.

- 4.2. If the buyer is in default of acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the buyer is responsible, seca shall be entitled to demand compensation for the resulting damage including additional expenses (in particular storage costs).

## **5. Prices and terms of payment**

- 5.1. The consideration is due and payable within 14 days of invoicing and performance (provision, delivery, handover to carrier or acceptance of the goods or services).
- 5.2. Within the framework of an ongoing business relationship, seca shall be entitled to change terms of payment and payment methods, in particular to make a delivery in whole or in part only against advance payment.
- 5.3. Third parties are only authorized to accept payments on behalf of seca if they can present a receipt signed by seca or a power of attorney for collection in each individual case.
- 5.4. The customer shall not be entitled to set off counterclaims that are disputed or not legally established and not pending before a court and ready for decision. Likewise, he shall have no right of retention on the basis of counterclaims disputed by seca or not legally established.

## **6. (Extended) retention of title**

- 6.1. Delivery items shall remain the property of seca (reserved goods) until all claims arising from the business relationship with the customer have been settled in full. seca shall be entitled to insure the reserved goods against fire, water, and other damage at the customer's expense, unless the customer has demonstrably taken out the insurance himself.
- 6.2. The customer is entitled to resell the reserved goods in the ordinary course of business. However, he shall agree a retention of title with the purchaser to the extent set out in these General Terms and Conditions. The customer assigns to seca in advance all claims against his customer arising from the resale. The claims shall serve as security to the same extent as the goods subject to retention of title. The customer shall remain authorized to collect these claims even after the assignment. seca may not collect these claims as long as the customer duly meets his payment obligations. seca may demand that the customer name the debtors of the assigned claims and inform the debtors of the assignment.

- 6.3. The customer may neither pledge goods subject to retention of title nor assign them as security. The customer shall notify seca immediately of any seizure or other impairment of securities by third parties.

## **7. Notice of defects**

- 7.1. The customer shall inspect products for recognizable defects immediately after delivery by seca and, if such a defect is found, shall immediately report the defect in writing.
- 7.2. If such a defect is discovered later, it must be reported immediately after discovery.
- 7.3. If a defect is not reported in reasonable time, it shall be deemed to have been approved.

## **8. Defects**

- 8.1. Claims for defects shall not exist in the case of only insignificant deviations from the agreed quality or in the case of only insignificant impairment of usability.
- 8.2. seca shall be entitled to choose between rectification of defects (repair) and replacement. seca shall be granted a period of at least two weeks for the chosen type of subsequent performance. If seca decides to rectify the defect, the rectification shall only be deemed to have failed after the second unsuccessful attempt. If the subsequent performance fails, the customer shall be entitled to reduce the price or, at his discretion, to withdraw from the contract. The statutory cases of the dispensability of setting a deadline shall remain unaffected. The customer's right to claim damages in accordance with the statutory provisions shall also remain unaffected.
- 8.3. Without prejudice to any further claims, in the event of an unjustified notice of defects, the customer shall reimburse seca for the expenses incurred for inspection and - if requested - for subsequent performance.

## **9. Liability**

- 9.1. seca shall be liable in cases of intent or gross negligence (including that of a representative or vicarious agent) and in the event of culpable injury to life, limb, or health in accordance with the statutory provisions.
- 9.2. Otherwise, seca shall only be liable under the Product Liability Act, for culpable breach of cardinal obligations or insofar as seca has fraudulently concealed a defect or has assumed a guarantee of quality.
- 9.3. Cardinal obligations are obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly

rely. However, the claim for damages for the breach of such essential contractual obligations is limited to the foreseeable damage typical for the contract.

- 9.4. The provisions of this clause shall apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), irrespective of the legal grounds, in particular due to defects, breach of duties arising from the contractual obligation or tort. They also apply to claims for compensation for futile expenses.
- 9.5. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

## **10. Support**

- 10.1. seca provides appropriate technical support for its own products.
- 10.2. A prerequisite for the provision of support services by seca is that the customer has purchased the products from seca or a dealer authorized by seca.
- 10.3. Support can be reached by telephone via the seca hotline or via the seca support web portal. seca publishes the contact details and service times on the seca.com website.
- 10.4. The customer shall provide assistance to a reasonable extent.
- 10.5. In order to provide appropriate support for seca software, it may be necessary for the customer to grant seca remote access; for this purpose, the customer shall install remote access software selected by seca and customary in the market. On-site support of seca software at the customer's premises is only owed if this has been expressly agreed.

## **11. Services**

- 11.1. seca shall only provide additional services (in particular installation, calibration and maintenance) by express agreement.
- 11.2. The customer shall provide assistance to a reasonable extent. If seca provides service on site at the customer's premises, the customer shall in particular grant the necessary authorizations in good time and provide sufficient parking spaces and supporting (specialist) personnel.
- 11.3. The documentation of services carried out is included in a service report. An acceptance report is created for commissioning
- 11.4. The operational coordination of maintenance services shall be carried out by seca, taking into account the legitimate interests of the customer. seca shall coordinate - if necessary - solely with the competent local authority.

- 11.5. If maintenance cannot be carried out properly due to technical defects (which are not themselves covered by the warranty for defects) or for other reasons, a repair is required and seca will prepare a cost estimate. After approval of the cost estimate, the repair is usually carried out on site. The documentation is provided separately within a service report and can be handed over in electronic form as a PDF file on request.

## **12. Training courses**

- 12.1. seca is only responsible for providing training, but not for the success of the training.
- 12.2. seca reserves the right to make necessary changes of an organizational or content-related nature to the scope and content of an agreed training course, provided that the change does not significantly alter the overall character of the training course.
- 12.3. seca is entitled to cancel or postpone training courses for important reasons. Important reasons include, in particular, failure to reach the minimum number of participants, illness or other failures for which seca is not responsible (e.g. of the IT infrastructure). Notification in this regard shall be sent immediately by e-mail to the customer's contact details.
- 12.4. Speakers are selected by seca. seca reserves the right to replace announced speakers with equally qualified persons at short notice.
- 12.5. Cancellations by the customer are possible free of charge up to 30 days before an event. In the event of a later cancellation by the customer, a cancellation fee will be charged according to the following scale:
- a. less than 7 days between receipt of cancellation and event: 90%
  - b. less than 14 days between receipt of cancellation and event: 50%
  - c. less than 21 days between receipt of cancellation and event: 25%

The customer shall be entitled to prove that no damage has been incurred or that the damage is significantly lower.

## **13. Provision of services by affiliated companies / authorized third parties**

- 13.1. seca is entitled to have services owed performed in whole or in part by affiliated companies or authorized partners.
- 13.2. seca carefully selects its authorized partners and provides them with appropriate training.
- 13.3. seca is liable for the negligence of authorized partners as for its own negligence.

## **14. Trade restrictions**

- 14.1. seca may refuse to fulfill obligations under this contract to the extent that fulfillment is prohibited or impaired by applicable foreign trade law (in particular export control and/or customs regulations) of the United States of America or a country of the European Union (including embargoes). Likewise, seca may refuse to fulfill its obligations under this contract to the extent that fulfillment is prohibited or impaired by any other foreign trade law applicable to this contract (under such law).
- 14.2. The products may be subject to export regulations, in particular export license requirements. The customer is responsible for checking the export regulations.
- 14.3. The customer may not directly or indirectly sell, export, re-export, transfer or deliver products purchased from seca that fall within the scope of Article 12g of Regulation (EU) No. 833/2014 to the Russian Federation or for use in the Russian Federation.
- 14.4. The customer undertakes to make all reasonable efforts to prevent third parties, including resellers, from acting in such a way as to circumvent the provisions set out in 14.3 above. Buyer shall establish and maintain a reasonable mechanism to monitor third party compliance with the prohibition on re-export to Russia.
- 14.5. Any breach by the customer of its obligations under 14.3 or 14.4 shall be deemed a material breach entitling seca to:
- a. cancel all contracts and orders for sanctioned goods immediately upon notification to the customer; and
  - b. to demand a contractual penalty amounting to 10% of the total value of the sanctioned goods sold by seca to the customer in the 12 months prior to the infringement.

## **15. Force majeure**

- 15.1. In the event of a force majeure affecting the timely provision of services, seca shall be released from any liability for delays. seca may reasonably extend agreed service deadlines to enable seca to continue the provision of services after the force majeure has ended.
- 15.2. If force majeure makes the performance of a service permanently impossible, seca shall be released from any obligation to perform without the customer being entitled to claim damages. If the force majeure leads to a change in seca's production capacity, seca shall be entitled to adjust ordered quantities. seca shall endeavor to make the quantity adjustments in good faith and in consultation with the customer.

- 15.3. seca shall inform the customer immediately of the occurrence of force majeure. The notification must be made in writing and must include the nature of the force majeure as well as the expected effects on the fulfillment of the contract.
- 15.4. Force majeure includes unforeseeable events or circumstances that are beyond the control of the contracting parties and that significantly hinder or make it impossible to fulfill the contract. These include, in particular, natural disasters, wars, terrorism, political unrest, strikes, labor disputes, epidemics, pandemics or other health emergencies, embargoes, export restrictions, supply chain disruptions, official orders or delays due to transport or telecommunications problems.

## **16. Place of jurisdiction and applicable law**

- 16.1. The place of jurisdiction for all disputes arising from or in connection with contracts subject to these GTC, including actions on bills of exchange and checks, shall be, at seca's discretion, Hamburg or the customer's place of business. This shall also apply if the customer has no general place of jurisdiction in Germany.
- 16.2. All claims and rights arising from or in connection with the legal transactions concluded between seca and the customer shall be governed exclusively by German law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

## **17. Amendment of the GTC**

Amendments to these GTC by seca are permissible if they become necessary due to changes in the legal situation, supreme court rulings or significant changes in market conditions. seca shall notify the customer of the amendments within a reasonable period of time. If the customer does not object to the amended GTC within a period of four weeks after notification, the amended GTC shall be deemed accepted.

## **18. Miscellaneous**

- 18.1. If the written form is required under these GTC, e-mail shall suffice.
- 18.2. Transactions with entrepreneurs shall be treated in the same way as transactions with legal entities under public law and special funds under public law.
- 18.3. Should provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the provisions prove to be incomplete.