



Sales Conditions

a) General provisions

1. Scope

1. The general sales and delivery terms and conditions (hereinafter "Terms") of SEKA Nutzfahrzeuge GmbH & Co. KG (hereinafter "SEKA") apply exclusively to business transactions with companies within the context of § 14 BGB, legal persons under public law or a public fund.
2. These conditions apply to all services, all orders delivered by SEKA and contracts closed with SEKA even after sales / spare parts. Within the framework of ongoing business, these conditions also apply to future services, even if those are not explicitly agreed, unless otherwise expressed in writing in the contract.
3. The conditions apply to all contractual relationships. Besides that, there are:
 1. Conditions for the sale and delivery, shown in **B**.
 2. Conditions for maintenance and repair contracts, listed in **C**.
4. The inclusion of the general terms and conditions as well as conditions mentioned under 1.3.1 and 1.3.2 above are determined exclusively by German law.

2. Protection Clause

1. Unless otherwise expressly contractual agreement has been made, the conditions of SEKA apply exclusively. Other regulations, in particular general business, shopping or delivery to the customer are not part of the contract, even if SEKA has not expressly objected.
2. The conditions of SEKA apply in particular if the customer accepts the delivery in knowledge of these conditions without reservation.

3. Retention and Right Cession

1. The customer has no rights to retention, unless the counterclaim on which the rights are based is legally established or recognized by SEKA.
2. The cession of a claim against SEKA of any kind is permitted only with the written consent of SEKA to third parties.



4. Ownership and Intellectual Property Rights

1. SEKA reserves the right to cost estimates, drawings, illustrations, designs, documentation and other information both tangible and intangible - including in electronic form - before ("Materials"). Materials may not be disclosed to third parties without the prior written consent of SEKA. After completion of the contract and when or if no agreement is reached, the materials of choice of SEKA be returned immediately to SEKA or permanently be destroyed or deleted. The erasure or destruction shall be demonstrated by SEKA. A lien exists only in the case of uncontested or legally established counterclaims.
2. If SEKA passes materials to the customer, no industrial property rights or copyrights of SEKA are transferred to the customer. Nor does it mean the grant of any license or other rights to the materials.
3. While delivering the items to the customer, SEKA transfers no industrial property rights, copyrights or licensing rights to the customer. Nor does it mean granting a license to intellectual property rights, copyrights or copyright exploitation which subsist in the delivered items.

5. Others

1. Personal data will be stored by SEKA taking into account the statutory provisions.
2. If any of these conditions or any part thereof is or becomes invalid, the remaining provisions shall remain unaffected.
3. The exclusive jurisdiction of all arising from the respective contractual relationship is within Augsburg. SEKA reserves the right to appeal to the legal jurisdiction of the customer.
4. German substantive law is the exclusion of the UN Sales Convention (CISG).
5. German languages recognized as the official language of the EU both as contract language as well as in the interpretation of the treaty text.

6. Legal Shortcomings

1. Unless otherwise agreed, SEKA is obliged to deliver the items only in Germany free of industrial property rights (e.g.as trademarks, patents and design rights), copyrights and other rights to third parties.
2. If a third party claims against the customer right for infringement of intellectual property rights, SEKA is liable for a period of 12 (twelve) months from delivery, in accordance with the following provisions:
 1. SEKA will either obtain the customer's discretion or at customer's own expense for the delivery invoking the right to use or modify the delivery item or replace so that the rights of the customer not hurt ("remedy"). As far as the subsequent



- performance fails, the customer is entitled to the statutory cancellation and reduction of rights.
2. The obligation set forth in Section 6.2.1 of SEKA exists only if the customer of SEKA stays of any such claim asserted by the third party in writing not acknowledged an infringement and all defensive measures and settlement negotiations. If the customer discontinues the use of the delivered item because of damage or for other important reasons, he is obliged to inform the third party that the use does not constitute acknowledgment of the alleged infringement.
 3. Claims of the customer against SEKA are excluded if the customer is responsible for the infringement.
 1. The liability of SEKA to the customer's particular excluded if the customer makes changes to the object of delivery, installation of additional equipment or the connection of the delivery item with other equipment or devices, and the copyright infringement based thereon.
 2. If SEKA is claimed by third parties due to intellectual property infringements, based on the reasons stated in paragraph 6.3.1, the customer shall indemnify SEKA from liability.
 3. SEKA moreover is not liable to the customer for the infringement of third party rights by a delivery item that has been manufactured according to drawings, developments, regulations or other customer information. Nor is SEKA liable for any use not foreseeable to the delivery item.
 4. If SEKA is claimed by third parties due to intellectual property infringements, based on the reasons stated in paragraph 6.3.3, the customer shall indemnify SEKA from liability.
 5. In all other respects besides the liability of SEKA pursuant to subsection 6.2. and 6.3, are the provisions of Paragraph 7 accordingly.
 4. Other shortcomings
 1. Where there are other defects in title, the provisions of paragraphs 2.6 to 3.6 apply accordingly.
 2. It is also the responsibility of SEKA to lie for other legal defects in accordance with the provisions of Paragraph 7.
 5. Additional or different from those regulated in this paragraph and in paragraph 7 of the customer requests against SEKA or its agents due to a defect is excluded.

b) Conditions for the sale and delivery

1. Offer, Conclusion

1. Offers of SEKA are subject to change
2. If the customer's order qualifies as an offer, then SEKA - unless there is an alternative arrangement –will accept it within a period of three weeks.



3. The scope of SEKA is finally determined by the written acceptance of the offer / order confirmation plus appendices. All agreements made between SEKA and the customer to perform this contract are determined in the contract and these conditions are concluded. Verbal agreements and changes of the contract or conditions require written confirmation of SEKA.
4. The transfer of rights and obligations of the customer to a third party without the prior written consent of SEKA.

2. Prices and Payment

1. The prices are from the manufacturing plant of SEKA in LEVERKUSEN, unless the written contract between the parties contains otherwise thereof.
2. Unless otherwise agreed, the prices are in EUR. For orders in foreign currency, currency rates specified in the contract apply.
3. The prices are exclusive of applicable VAT.
4. Transportation, shipping, loading, packaging and delivery costs are not included in the price and will be billed separately, unless the written contract between the parties contains otherwise thereof.
5. For deliveries within the European Union, the customer has to prove his/her exemption from VAT and communicate his VAT identification number in time before the delivery contract. In case of the failure of timely and complete message, SEKA reserves the right to charge the respective applicable sales tax.
6. For deliveries outside the EU SEKA is entitled to charge the sales tax, if the customer does not communicate an export certificate within one month of each shipment.
7. SEKA reserves the right to change its prices if SEKA is not responsible between the conclusion of the contract and the delivery cost reductions or increases, in particular due to collective agreements or changes in material and commodity prices. This price increase will substantiate to the manufacturer upon request by SEKA.
8. Unless otherwise agreed, the purchase price (net) is due in full upon notification of readiness for delivery of the merchandise by SEKA for payment. If the price at that time is not yet determined or the customer for other reasons cannot be entitled, the purchase price will be due upon receipt of invoice.
9. For custom or larger quantities delivered, SEKA is entitled to charge before the start of design to the customer a partial invoice for a cash advance. This partial bill is due to the customer upon receipt of invoice. SEKA is entitled to device the receipt of payment of the advance payment. The paid partial invoice is taken into account in drawing up the final invoice.
10. The legal consequences of defaulted payment shall be determined in accordance with the legal provisions of the Civil Code, insofar as these conditions do not contain any other regulations.
11. If the customer is in default, SEKA is entitled to invoice all claims against the customer after the expiry of a grace period of one week.



12. SEKA has the right to charge for any notice period including a flat fee of 5.00€ for the first reminder, fee of 10.00 € for the second reminder and 16.00€ for the third reminder.
13. If it is apparent after conclusion of the contract that the payment claim due to the inefficiency of the customer is at risk, SEKA is entitled to rights under § 321 BGB (defense of uncertainty). SEKA is also entitled to ask any statute-barred claims due from the ongoing business relationship with the customers. This uncertainty agreement covers all other outstanding deliveries and services from the business relationship with the customer.
14. A deduction of discount is not allowed, unless the parties agree in writing thereof otherwise.

3. Time for Delivery and Performance Time

1. All delivery times and dates specified by SEKA are only approximate, unless the deadlines are explicitly identified in the contract as binding.
2. These delivery times and dates begin only after complete clarification of all execution details and technical issues that affect the delivery item to run. In addition, the customer has to fulfill all his obligations properly and on time. If these conditions are not met, the deadlines will be extended accordingly, unless SEKA is responsible for the delay in delivery. The defense of breach of contract is reserved.
3. Dates and deadlines shall not commence before providing the necessary official certificates or approvals by the customer.
4. Force majeure or other disabilities that are beyond the control of SEKA, eg War, strike, lockout, and the like extend the time limits and move the dates of their effect.
5. Compliance with the delivery date is subject to correct and timely supply, unless the improper or delayed self-delivery by SEKA.
6. SEKA is the customer upon completion of the delivery item View deployment. The customer is obliged to collect the delivery item within three working days of receipt of the notification of.
7. SEKA is entitled to make reasonable partial deliveries and invoices.
8. If the customer is in default of acceptance or violates other obligations to cooperate, SEKA is entitled to demand compensation for the damage incurred thereby including any additional expenses. Further claims are reserved.
9. If for any reason, the contract ends up in default, the detected default damage will remain limited to 0.5% of the contract price of the delayed delivery for each full week of delay, but not more than 5% of the contract price.
10. The customer is obliged to declare at the request of SEKA within a reasonable period of time whether (due to the delay incurred on the part of SEKA in delivery of the contract) they insist on delivery.
11. Storage charges / delivery delay
 1. Delayed dispatch or delivery of a semitrailer due to the fault of the customer, SEKA will charge, in a delay of more than 10 days after receipt of the notification



- of, for each day from the 11th day to the 20th day after the receipt of the notification of storage costs from 35 € net, for each day from the 21st day until the 60th day after the receipt of the notification of a storage fee of 65 € net, and for each day from the 61st day following receipt of the notification of a storage fee of 95 € net calculate. This applies only when a customer with headquarters in Germany. For proof of higher or lower storage costs both parties are at liberty.
2. Delayed dispatch or delivery of a semitrailer due to the fault of the customer, which has its registered office abroad, SEKA will calculate/charge, in a delay of more than 30 days after receipt of the notification of, for each day from 31 days up to 60 days after receipt of the notification of a storage fee of 65 € net, for each day from the 61st day to the 90th day after the receipt of the notification of a storage fee of 95 € net, and for each day from the 91st day following receipt of the notification of storage fee of 125 € calculate net. This applies only when a customer whose business is located abroad. For proof of higher or lower storage costs both parties are at liberty.
 12. If the contract rescinded by the customer, against damages payable, SEKA is entitled to demand a lump sum compensation in the amount of 20% of the net value of the order, unless the customer can prove that according to them, imputable infringement has resulted in no damage / no impairment or the resulting loss is substantially lower than the lump sum.
 13. SEKA reserves the right -an alternative to paragraph 3.12- to calculate the amount of damage concrete and assert either before or after the liquidated claim letter constitutes the exercise of that choice.

4. Place and Transfer of Risk

1. The risk of accidental loss or wear shall be from the date of notification of shipment or acceptance ("delivery notice") transferred to the customer.
2. If the customer desires, SEKA will insure the delivery by transport insurance. The costs will be incurred by the customer.
3. Place of recital for all deliveries and services as well as the implementation of any remedial work is the manufacturer of SEKA in LEVERKUSEN.

5. Defects

1. For material defects in newly manufactured items delivered, SEKA will be liable as follows:
 1. Warranty claims of the customer undertake that inspection, in accordance with § 377 HGB has duly complied with the complaint.
 2. If a defect is found in the delivery, which is established to have occurred before the risk passes, SEKA is authorized to carry out the performance in the form of the repair or the delivery of a new item after its determination. In the case of



- remediation, SEKA is in debt with the direct cost of repair - in replacement - to bear the cost of replacement per se, including shipping costs, as far as these costs do not increase because the delivery item is to be delivered to a place other than the said place. For delivery locations outside the Federal Republic of Germany, the total costs to be borne are limited to the amount of the order.
3. Warranty claims do not include minor aberration from the agreed quality or minor impairment of usefulness.
 4. Customer warranty claims are also excluded for natural wear or damage caused by faulty or negligent handling, excessive strain, and unsuitable equipment or due to special external or weather-related influences after the passing of risk, which are not provided for in the contract.
 5. Carried out by the customer or by a third party, modifications or repairs result as warranty void.
 6. For vehicle frame and other metals of new vehicles which were painted and are labeled accordingly, SEKA gives a long-term warranty against rusting, restricting the function, lifting of functionality or impairment of contract capacity for a period of 5 years from delivery. This assumes that the special manufacturer's instructions for paint treatment and maintenance in accordance with the maintenance booklet are complied with and the maintenance is performed and documented by SEKA or authorized service workshops.
 7. If there is a minor defect, the customer shall only be entitled to reduce the contract price. The right to reduction is otherwise excluded.
 8. If the defect is caused by the customer, especially because of the failure to comply with its damage avoidance and reduction obligation, SEKA has a corresponding contributory share against the customer after the customer's claim for damages.
2. The liability for used delivered goods, used vehicles or used parts is carried out excluding defects warranty.
 3. Color aberration of paint and coloring of parts of all kinds as well as digital printing are technically permitted and not a defect. In connection with the implementation and conversion of REACH-compliant, colors and production methods cannot guarantee the color fidelity of paint and coloring of parts of all kinds as well as digital prints to delivered vehicles to take effect.

6. Right Defects

1. Unless otherwise agreed, SEKA is obliged to deliver only in Germany free of industrial property rights or other rights of third parties (e.g. trademark rights, copyrights). If a third party against the legitimate customer claims for infringement of intellectual property rights, SEKA will be liable for a period of 12 months from the passing of risk, as follows:
 1. SEKA will obtain a license, or modify, or replace the supply so that the property right is not violated at their discretion and their own expense for the deliveries. If



- this is not possible under reasonable conditions, the customer shall have the legal rights of withdrawal or reduction.
2. The obligation above exists only if any such claim asserted by the third party in writing does not immediately acknowledge an infringement and all defensive measures and negotiations for settlement. If the customer ceases to use the delivered item due to damage or for other important reasons, he/she is obliged to inform the third party that the use does not constitute acknowledgment of the alleged infringement.
 2. Claims of the customer are excluded if he/she is responsible for the copyright infringement.
 3. Claims of the customer are also excluded if the infringement of property rights is caused by specific demands of customers, through one not foreseeable for SEKA or the fact that the supply of customers changed or if the products are not supplied by SEKA. In the case of infringers, regulations in paragraph 6.1.1 apply and the claims of the purchaser are in the remainder of the provision of Paragraph 7 accordingly.
 4. In case of other defects, the provisions of paragraph 7 shall apply mutatis mutandis.
 5. Additional or different claims from those specified in paragraph 7 of the customer against SEKA or its agents due to a defect are excluded.

7. Liability

1. SEKA is liable, even in case of damages for breach of obligations during the contract negotiations, regardless of the legal grounds - in particular for damages not caused to the item itself - only for intent, culpable breach of contract, gross negligence of bodies or executives, culpable injury to life, body or health, fraudulent concealment of defects, guarantees the absence of defects, deficiencies, as per the product liability law.
2. In case of violation of essential contractual obligations, SEKA is also liable for gross negligence of subordinates and of slight negligence. In the case of slight negligence, the liability is due to contractual and reasonably foreseeable damage. Material contractual obligations are when the liability relates to an obligation, the accomplishment of which relies on the customer for the due performance of the contract in the first place.
3. A further liability - for whatever legal reason - in particular for compensation of damages not caused to the delivery item is excluded.
4. SEKA is not liable for the consequences of defects for which the warranty is excluded.

8. Limitation

1. Unless otherwise agreed, the statute of limitations for customer claims against the SEKA by reason of and in connection with the delivery to him - for whatever legal reason - will stand within one year after delivery of the shipment.



9. Calculation for trade-in of used vehicles

1. For trade-in of used vehicles, the value shall be considered on the date of acquisition if damage to the used vehicle has occurred between the conclusion of the contract and the takeover of an impairment.
2. If an agreement on the amount of the impairment by negotiation cannot be achieved, SEKA is entitled to carry out a DAT estimate. The value of the settlement will be estimated for the used vehicle. The costs of the estimation will also be taken into account as a deduction.
3. Insofar as contractually agreed that a used vehicle of which SEKA takes in payment, is TÜV-tested to pass the check which is excluded by another official or officially approved laboratory. At the same time, the test may not be older than 14 days. The customer has to get rid of all defects detected by TÜV that may require a re-presentation of the vehicle after the investigation report at his/her own account, without this, the agreed amount of the trade-in is affected. The test report shall be presented before delivery of the vehicle. If the customer does not comply with these obligations by the agreed time of delivery, SEKA is entitled to remedy the defect off against or reject the trade-in of used vehicle and demand the agreed amount of trade-ins, due immediately.

10. Right of Retention

1. SEKA retains the right to the deliver till all payments under the delivery contract including all claims from current account, in the future, or in past are made.
2. In breach of contract by the customer, especially in case of default, SEKA is entitled to retention of right and to withdraw from the contract.
3. During the retention SEKA is entitled to possess the vehicle registration document.
4. In the withdrawal of the delivery by SEKA, there will be no withdrawal from the contract, unless SEKA states this in writing. The seizure of the delivery by SEKA means no cancellation of the contract, unless SEKA states this in writing. A realization taking on the customer's liabilities - less reasonable costs - will be deducted.
5. The buyer is obliged to handle the delivery with care; in particular, he/she is obliged at their own expense - to insure -comprehensive replacement value.
6. If third parties seizure or there are other interventions, the customer shall immediately notify in writing so SEKA may carry an action under § 771 ZPO. If the third party is not able to reimburse the judicial and extrajudicial costs of action under § 771 ZPO, the customer is liable for expenses incurred and loss.
7. The customer is entitled to delivery in the ordinary course of business; if he/she joins SEKA and all claims in the amount of the invoice (including VAT) including the claim of SEKA have accrued, regardless of whether the delivery is made without or after processing from the resale.



8. To collect this claim, the customer remains authorized even after assignment. The authority of SEKA to collect the claim itself remains unaffected. SEKA agrees not to collect the debt as long as the customer meets his/her payment obligations from the proceedings against third parties, is not in default of payment and there is no application for bankruptcy, or payments are made on insolvency proceedings.
9. SEKA may require all information necessary for collection that the purchaser of the assigned claims and their debtors hand over.
10. The processing or transformation of the delivery by the customer is always prepared for SEKA. If the processed delivery does not belong to SEKA and is with others, SEKA shall acquire the ownership of the new item in the ratio of the value of the goods (final invoice amount including VAT) to the other processed items at the time of processing.
11. SEKA reserves the property in accordance with the above regulations for the object created by processing. In this respect, Paragraph 10 shall apply mutatis mutandis.
12. SEKA is obliged to release the securities at the customer's request; the realizable value of the security exceeds the secured claim by more than 10%; the choice of which is guaranteed by SEKA.

11. Leasing Occurs

1. If and to the extent SEKA has agreed to a lease agreement with a leasing company of the customer in an order, the following applies:
Payment terms as in the order confirmation

c) Condition for service and repair contracts

1. Scope

Due to a maintenance or repair contract, SEKA performs such maintenance or repair services in addition to the provisions of subsection A., B. and the provisions described under C. unless the contract contains a written maintenance or repair deviating regulations.

2. Acceptance

1. After completion of the work and after a completion report by SEKA, a decrease will take place immediately. Acceptance shall be made at the place of installation.
2. An acceptance protocol shall be prepared and signed by both parties.
3. If the customer does not contact till the stipulated date of acceptance, the work is considered accepted.



3. Persons attribution

SEKA accepts no responsibility or liability for the negligence by nominated persons by the customer. Such people are the buyer's agents.

4. Installation Error

If SEKA is responsible in case of an incorrect assembly, the customer is entitled to a free repair.

5. Liability

Paragraph 7 in the section B applies with regard to the liability and the liability scale.

6. Dates and Deadlines

1. Deadlines set binding used for assembly work which initiate only when the customer has fulfilled all obligations to cooperate.
2. If the time limits are not met by SEKA culpably, the customer is obliged to put in writing a reasonable grace period.
3. After this period, the customer may cancel the contract. Claims for compensation for delay damages are excluded if those are not based on intent or gross negligence.
4. Subsequent change requests of the clients are running on the extent possible and reasonable cost, extending the time limits of their effect.

7. Other expenses

More expense over the placed order, especially for modified assembly and services and for other unforeseeable impediments that are the responsibility of the purchaser, shall be paid for separately.

8. Terms of payment

1. After removal (see Fig. 2.1 C) the bill for the maintenance, repair or installation services is due for payment.
2. SEKA has a right of retention for each vehicle to pay the full invoice amount.