

# GENERAL TERMS AND CONDITIONS AND CANCELLATION POLICY

Version dated 02/2015

## I. Validity/offers

1. The business relationships between ourselves and the Buyer shall exclusively be subject to the following General Terms and Conditions, in the applicable version at the time when the order was placed. We shall not be bound by the Buyer's conditions even if we do not once again expressly object to these after we receive them.

2. Our quotes are subject to change.

3. Materials that are part of the quote, such as drawings, illustrations, technical data, references to standards, and claims in advertisements, are not considered quality descriptions, assured characteristics or guarantees unless they are expressly described as such in writing.

4. Any deviations in the delivered item from quotes, patterns, samples and advance deliveries shall be permissible according to the applicable DIN/EN standards or other relevant technical standards.

## II. Conclusion of contracts

1. When we confirm a request or an order, or when the ordered goods are delivered, this shall establish a purchase contract between the Buyer and us.

2. If the Buyer orders goods via the Website under the URL [sagustu.de](http://sagustu.de), including all of its sub-pages ("the Website"), the contract shall be established when the order is submitted by clicking on "Submit order" and when we send the order confirmation, or at the latest when we deliver the goods.

## III. Prices

1. Unless otherwise agreed, our prices do not include value-added tax and are ex warehouse.

2. We shall take back packaging we have delivered, within the scope of the statutory provisions.

## IV. Payment and offsetting

1. Regardless of any deviating provisions in Point III 1, the following applies:

Our invoices shall be payable according to the agreement, but at the latest net within 30 days of the

invoice date. Payment must be provided within this period such that the amount necessary to settle the invoice is available to us no later than the due date.

2. Invoices for amounts less than EUR 50.00 (euros) and for installations, repairs, molds and tool cost-sharing shall be due immediately and payable net.

3. The Buyer shall only be entitled to offset amounts if the claim is uncontested by us and legally established.

4. If the Buyer is in default with payments, we shall be entitled to charge interest at the statutory rate. We reserve the right to claim further damages due to default.

5. If it becomes apparent after the conclusion of contract that our payment claim is threatened by the Buyer's inability to pay, we shall be entitled to the rights as per § 321 BGB (German Civil Code – Defense of Uncertainty). In this case, we shall also be entitled to demand immediate payment of all unresolved claims from the ongoing business relationship with the Buyer, and to cancel the collection authorization as per Point VI 2.5. In the event of payment default, we shall also be entitled to request the return of the goods after an appropriate grace period, and to prohibit the resale and further processing of delivered goods as per Point VI. Taking back the goods shall not constitute a withdrawal from the contract. The Buyer can prevent all of these legal consequences by paying the invoice or by providing a security in the amount of the threatened payment claim, within an appropriate grace period that we have set. The regulations of the Insolvency Code shall remain unaffected by the above provisions.

6. An agreed discount shall always only refer to the value of goods listed on the invoice, and requires all of the Buyer's payable liabilities to be paid in full at the time of the discount.

## V. Delivery periods

1. Any guaranteed delivery periods and dates shall only be binding if these have been explicitly agreed.

2. Delivery periods shall be appropriately extended for measures resulting from labor disputes, particularly strikes and lockouts, as well as in the event of unforeseeable hindrances that are beyond our control, as long as such hindrances demonstrably have a significant impact on the manufacturing or delivery of the ordered item. This shall also apply if these circumstances occur with upstream suppliers. We shall inform the Buyer immediately of such circumstances. These provisions apply correspondingly to delivery deadlines. If it becomes unreasonable for either Party to execute the contract, this Party can withdraw from the contract in this regard.

#### **VI. Reservation of title**

1. The delivered goods shall remain our property until the purchase price has been paid in full.

If the Buyer is an entrepreneur in the sense of § 14 BGB, the following shall apply in deviation from the above:

2.1 All goods delivered to an entrepreneur shall remain our property until all claims from the business relationship have been fulfilled, regardless of legal grounds, including any future or conditional claims.

2.2 Machining and processing of the reserved goods shall be performed for us as a manufacturer in the sense of § 950 BGB, without establishing an obligation for us. Processed goods shall be considered reserved goods in the sense of Point VI 2.3. In the event that the reserved goods are processed, combined or mixed with other goods by the entrepreneur, we shall have partial ownership of the new item, according to the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. In the event that our property ceases to exist when it is combined or mixed, the entrepreneur hereby transfers its ownership rights to the new stock or item to us in advance, according to the invoice value of the reserved goods, and shall keep these for us free of charge. The resulting co-ownership rights shall be considered reserved goods in the sense of Point VI 2.3.

2.3. The entrepreneur shall only sell the reserved goods in the normal course of business, under its normal business conditions and as long as the entrepreneur is not in default, as long as the claims from the resale as per Points VI 2.4 through VI 2.6 are transferred to us. The entrepreneur is not entitled to any other disposal of the reserved goods.

2.4. The entrepreneur's claims from the resale of the reserved goods are hereby assigned to us in advance. These act as security to the same extent as the reserved goods. If the entrepreneur sells the

reserved goods together with other goods that we did not sell, the assignment of claims from resale shall only apply up to the amount of the resale value for the reserved goods sold in each case. In the event of a resale of goods for which we have co-ownership as per Point VI 2.2, the assignment of the claim shall apply up to the amount of the co-ownership shares.

2.5. The entrepreneur is entitled to collect claims from the resale unless we withdraw this authorization, which we may do at any time. We shall only exercise the withdrawal right in cases as per Points IV 4 and 5. At our request, the Buyer must immediately inform its buyers of the assignment to us – if we do not do so ourselves – and provide us with the necessary information and materials for collection.

2.6. The entrepreneur must inform us immediately of any pledging or other impairment by third parties.

2.7. If the estimated value of existing securities exceeds the total claims by more than 50%, we must release our choice of securities within this scope at the entrepreneur's request.

#### **VII. Performance of deliveries**

1. In the event that the Buyer desires and separately agrees to shipping of the goods, we shall bear the shipping risk if the Buyer is a consumer in the sense of § 13 BGB. If the Buyer is an entrepreneur in the sense of § 14 BGB, the risk shall be transferred to the entrepreneur as soon as the shipment is handed over to the person performing the transport, or has left the logistics service provider's warehouse for shipment. The responsibility for and cost of unloading shall be borne by the Buyer. We shall only provide insurance on the instructions and at the expense of the Buyer.

If the Buyer is an entrepreneur in the sense of § 14 BGB, we shall be entitled to make partial deliveries within a reasonable scope. For custom-made goods, excess or short deliveries of up to 10% of the agreed quantity are permissible.

2. For call-off orders, we are entitled to manufacture the entire order volume, or have it manufactured, as a closed quantity. Change requests cannot be taken into account after the order is placed unless this has been expressly agreed. Unless specific agreements were made, call-off dates and quantities can only be met within the scope of our delivery and manufacturing capabilities. If the goods are not called off as per the contract, we are entitled to consider them delivered after an appropriate grace period has passed.

**VIII. Cancellation right for consumers / exclusion of the cancellation right**

If the Buyer is a consumer in the sense of the statutory provisions, the following shall apply:

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**Cancellation policy / cancellation right**

The Buyer is entitled to cancel this contract within fourteen days without specifying a reason.

The cancellation period shall be fourteen days from when the Buyer or a third party appointed by the Buyer – who is not the carrier – has taken possession of the goods.

In order to exercise the cancellation right, the Buyer must inform

SAGUSTU International GmbH  
Industriestraße 7  
D-66892 Bruchmühlbach-Miesau  
Tel.: 0049(0)6372/8031-0  
Fax.: 0049(0)6372/8031-31  
Internet: [www.sagustu.de](http://www.sagustu.de)  
Email: [yp@sagustu.de](mailto:yp@sagustu.de)

of the decision to cancel this contract, by way of an unequivocal declaration (e.g. a letter sent by mail, a fax or an email). The Buyer can use the attached sample cancellation form, but this is not required. The cancellation period is fulfilled as long as the Buyer sends the notice about exercising the cancellation right before the end of the period.

**Effects of cancellation**

If the Buyer cancels this contract, we shall immediately reimburse all payments received from the Buyer, including delivery costs (with the exception of additional costs resulting from choosing a delivery method other than the cheapest standard delivery we offer), within fourteen days of when we received notice of the Buyer's cancellation of this contract. For this reimbursement, we shall use the same payment method that the Buyer used for the original transaction, unless expressly agreed otherwise; under no circumstances shall the Buyer be charged fees for this reimbursement.

We can refuse reimbursement until we have received the returned goods or until the Buyer has provided proof that the goods have been sent back, whichever comes first.

The Buyer must return or hand over the goods immediately, at the latest within fourteen days of when the Buyer informed us of the cancellation of this contract, to

**SAGUSTU International GmbH  
Industriestraße 7  
D-66892 Bruchmühlbach-Miesau.**

This period is fulfilled as long as the Buyer sends the goods before the end of the fourteen-day period.

The Buyer shall bear the costs of returning the goods.

The Buyer shall only be liable for a loss in value for the goods if this loss in value is due to handling of the goods that is not necessary in order to evaluate their properties, characteristics and function.

**End of the cancellation policy**

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We ask that damage and soiling be avoided, and that the goods be sent back to us in their original packaging where possible, with all of the accessories and all of the packaging components. Furthermore, the Buyer is asked to use protective outer packaging. If the Buyer no longer has the original packaging, we ask that suitable packaging be provided that offers adequate protection against transport damages, in order to avoid damage compensation claims due to damages resulting from inadequate packaging. The abovementioned modalities are not prerequisites for the effective assertion of the cancellation claim.

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**Cancellation form**

(The Buyer can cancel the contract by completing and returning this form. However, using the form is not a requirement.)

To  
**SAGUSTU International GmbH**  
**Industriestraße 7**  
**D-66892 Bruchmühlbach-Miesau**

I/we(\*), \_\_\_\_\_  
\_\_\_\_\_,  
hereby revoke

the agreement concluded by me/us(\*) regarding the purchase of the following goods (\*):

\_\_\_\_\_  
\_\_\_\_\_

Ordered on (\*)/received on (\*) \_\_\_\_\_

Name of the consumer(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of the consumer(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the consumer(s) (only for notifications on paper) \_\_\_\_\_

Date \_\_\_\_\_

(\*) cross out anything that does not apply.

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### IX. Warranty

1. We shall be liable for material defects according to the applicable statutory provisions, particularly §§ 434 ff. BGB.

If the Buyer is a consumer, the regulations of §§ 474 ff. BGB shall also apply.

If the Buyer is an entrepreneur, the Buyer can only assert defect claims if the Buyer's commercial inspection and notification obligations have been properly fulfilled as per § 377 HGB. According to these obligations, the entrepreneur must inspect the goods for functionality and immediately inform us in writing of any defects in the purchased item, at the latest within one week of receiving the delivered item. Defects that cannot be discovered within this period despite a careful inspection must be reported to us in writing as soon as they are discovered.

2. As supplementary performance, the Buyer can choose to have the defect eliminated (rectification) or a fault-free item delivered (replacement delivery). If the Buyer is an entrepreneur, we shall have the right to choose the type of supplementary performance.

### X. General liability limitation and statute of limitations

1. We shall be liable for violations of contractual and non-contractual obligations, particularly the

impossibility of performance, default, fault in initiating contracts, and prohibited actions – including for our management employees and other assistants – only in cases of intent and gross negligence.

2. Furthermore, we shall be liable for slightly negligent violations of significant obligations whose violation threatens the fulfillment of the contract's purpose, and for violations of obligations that make it possible to execute the contract in the first place and that the Buyer can regularly expect to be fulfilled. In this case, however, we shall only be liable for foreseeable, typical damages for this type of agreement. We shall not be liable for slightly negligent violations of obligations other than those named in the above sentences.

3. The above liability limitations shall not apply to the loss of life, bodily injury or damages to health, to defects after a warranty is provided for the condition of the goods, or for maliciously hidden defects.

4. Liability according to the Product Liability Act shall remain unaffected.

5. The following shall apply for the statute of limitations:

5.1 The Buyer's defect claims shall lapse in two (2) years for new items and one (1) year for used items, as of the transfer of risk. If the Buyer is an entrepreneur, the warranty obligation for all items we deliver shall be one (1) year. If we have provided a warranty for their condition or maliciously hidden a defect, the statute of limitations shall not apply.

5.2 The abovementioned periods shall not apply to defect claims by the Buyer in cases as per § 438 Para. 1 No. 2 BGB and § 634a Para. 1 No. 2 BGB.

5.3 The requirements in Pt. XI /5.1 shall not affect our liability for intentional or grossly negligent violations of obligations, nor the statute of limitations for statutory recourse rights.

### XI. Copyrights

1. We shall retain ownership rights and copyrights for cost estimates, drafts, drawings and other documents; these shall only be made accessible to third parties with our permission. Drawings and other documents that are part of quotes shall be returned upon request.

2. If we have delivered items based on drawings, models, samples or other documents provided by the Buyer, the Buyer shall warrant that no third-party rights are violated. In particular, if third parties prohibit us from manufacturing and delivering such items based on industrial property rights, we shall be entitled – without obligation to review the legal situation – to cease all further activity and to request damage compensation if the Buyer is at fault. Furthermore, the Buyer agrees to release us immediately from all associated third-party claims.

### XII. Test components, molds, tools

1. If the Buyer is to provide components for executing the order, these shall be delivered free to the production site in the agreed quantity or with an appropriate surplus to account for any waste, in a timely manner, free of charge and free from defects.

If this does not take place, any resulting costs and other consequences shall be borne by the Buyer.

2. The production of test components, including the costs of molds, tools and other equipment, shall be borne by the Buyer.

3. Ownership rights for molds, tools and other equipment needed to manufacture the ordered parts shall be based on the established agreements. If such equipment becomes unusable before the agreed output quantity has been reached, we shall bear the replacement costs. We hereby agree to make such equipment available for at least two years after its last use.

4. For tools, molds and other manufacturing equipment provided by the Buyer, our liability shall be limited to ensuring the same care as for our own property. The Buyer shall bear the maintenance and servicing costs. Our storage obligation – regardless of the Buyer's ownership rights – shall lapse at the latest two years after the last product is manufactured using the mold or tool.

### **XIII. Place of fulfillment, place of jurisdiction and applicable law**

1. If the Buyer is a consumer, the place of fulfillment for our deliveries shall be the Buyer's domicile or the location specified by the Buyer. If the Buyer is an entrepreneur, the place of fulfillment for our deliveries shall be our company's registered office. Only in the latter case shall our company's registered office also be the place of jurisdiction. We can also bring legal action against the Buyer at the Buyer's place of jurisdiction. If the Buyer is a consumer, the responsible court shall be determined by the general provisions of §§ 12 ff. ZPO [Code of Civil Procedure].

2. In addition to these provisions, all legal relationships between us and the Buyer shall also be subject to German law, to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods, dated 4/11/1980 (CISG).

### **XIV. Miscellaneous**

1. In the event that a contract is concluded through the Website, we shall save these General Terms and Conditions, as well as further data about the contract's conclusion, after the conclusion of the contract.

2. The General Terms and Conditions are available in German. The current version can be downloaded from the URL [sagustu.de](http://sagustu.de). In case of doubt, the German version of these General Terms and Conditions shall be definitive.

### **XV. Auxiliary agreements, written form**

1. No auxiliary agreements have been made. Any additions or changes to a contract must be made in writing in order to be valid.

2. We are entitled to sell and transfer our rights from this contract, or the right to assert such claims, to third parties.

### **Your contract partner:**

SAGUSTU International GmbH  
Industriestraße 7  
D-66892 Bruchmühlbach-Miesau

Tel.: 0049(0)6372/8031-0  
Fax.: 0049(0)6372/8031-31  
Internet: [www.sagustu.de](http://www.sagustu.de)  
Email: [yvp@sagustu.de](mailto:yvp@sagustu.de)

Managing Director:  
York von Plato

Tax ID No. DE 264 661 129

Commercial Register:  
Zweibrücken HRB 30492