

# Sales conditions

## [Impressum](#)

**GENERAL TERMS & CONDITIONS OF SEISER-PRO.COM located in Z.A. CHAMPS CASSELIN F-89000 ST. GEORGES and SEISER-PRO.DE e.K. (also commercial name "SEISER-PRO.COM") INDUSTRIESTR. 28/2 D-71573 ALLMERSBACH**

### **Article 1. Applicability and validity of these terms and condition**

1.1 These terms of delivery and payment shall be applicable to all offers by SEISER-PRO.COM (SEISER-PRO.DE e.K.) and all agreements concluded with SEISER-PRO.COM and shall as a result underlie among other things all SEISER-PRO.COM sales, including all deliveries of objects and services, including advice and information provided. By the sole effectuation of an agreement the other party shall accept these terms and conditions and shall be bound by them.

1.2 Any deviating provisions and/or agreements, including any (purchase and sales) conditions of the other party shall be applicable only when expressly confirmed in writing by SEISER-PRO.COM any deviating terms as referred to above shall not be binding on SEISER-PRO.COM also when SEISER-PRO.COM has not contested those terms and conditions gain expressly after receipt; SEISER-PRO.COM hereby also expressly contests them.

### **Article 2. Offers, agreements and prices**

2.1 Unless expressly stated otherwise, offers are always free of obligations; data and appendices are as precise as possible, but not binding. Minor deviations with the usual degree of precision shall not give the other party the right to claim damages, to reject items, or payment thereof, nor to rescind the agreement in full or in part. SEISER-PRO.COM reserves the copyright of designs, pictures, drawings, schedules, material lists and other documents issued to an offer/proposal. These documents shall remain the property of SEISER-PRO.COM and cannot be copied (or otherwise duplicated) in full or in part, shown or provided to any third party, nor be used or given in use otherwise in (commercial) dealings with third parties, without SEISER-PRO.COM's consent in writing.

2.2 If any pre-contractual stage in which SEISER-PRO.COM finds – or as the case may be has found – itself with the other party does not lead to an agreement, any and all documents provided to the other party shall be returned to SEISER-PRO.COM free of charge.

2.3 An agreement between SEISER-PRO.COM and the other party shall not deemed to be effected until SEISER-PRO.COM has provided the other party with a written (order or proposal) confirmation, unless the delivery or other execution of activities follows immediately after telephone and/or telegraphic order, in which event the invoice shall count as written confirmation of the agreement. Telephone orders shall be accepted by SEISER-PRO.COM only at the other party's risk. Oral agreements and/or statements (by representatives and employees) shall be binding on SEISER-PRO.COM only when confirmed in writing by SEISER-PRO.COM.

2.4 Statements of prices and/or costs are not binding although SEISER-PRO.COM shall try to keep to the amounts stated as much as possible. Prices or costs stated shall be exclusive of vat and other government levies, carriage forward company and including packaging, unless the (order or proposal) confirmation expressly states otherwise. SEISER-PRO.COM expressly reserves the right to charge costs or price increases arising prior to the execution of the order to the other party.

### **Article 3. Term of delivery, supplies and transition of risk**

3.1 Terms of delivery are indicated as precisely as possible, but always roughly. Exceeding of the term of delivery can never, not even after notice of default, lead to and/or give a claim to damages/penalties and/or Rescission (cancellation) of the agreement, unless expressly otherwise agreed.

3.2 The term of delivery shall commence on the day on which SEISER-PRO.COM sent out a written (order and/or proposal) confirmation to the other party, however, never before any and all particulars relating to the execution of the agreement, which are first to be effected by the other party, are fulfilled.

3.3 SEISER-PRO.COM reserves the right to perform its duties under this agreement in segments without such leading to the sanctions referred to in paragraph 3.1. goods shall be formally transferred on the moment they are literally handed over at the address of delivery.

3.4 Dispatching, including the risk of damage or loss of the objects to be delivered shall be at the risk of the other party, also when carriage paid delivery has been agreed upon. said risk shall pass to the other party as soon as the objects leave the plant or as the case may be the warehouse of SEISER-PRO.COM.

### **Article 4. Force majeure**

4.1 Any and all circumstances arising after the written (order and/or proposal) confirmation and beyond the express will of SEISER-PRO.COM that cause force majeure, including all circumstances beyond SEISER-PRO.COM's control such as strikes, traffic, transport or operating disturbances, absence of wagons, raw materials or semi-finished products, shortage of laborer's, riots, mobilization, state of siege or warring situations, government measures, but also other circumstances that make it impossible for SEISER-PRO.COM to comply with its obligations, if for instance the supplier of SEISER-PRO.COM fails to deliver on whatever grounds shall discharge SEISER-PRO.COM from its obligations and can lead to rescission (cancellation) of the agreement, unless SEISER-PRO.COM wishes to comply with them after the end of the force majeure after all.

4.2 In the event that SEISER-PRO.COM appeals to force majeure, the other party shall not be able to assert any claim, in particular damages and/or supply, not even when SEISER-PRO.COM was already in default at the time the force majeure situation set in.

### **Article 5. Guarantee**

5.1 Except as provided in the following paragraphs of this article, SEISER-PRO.COM shall guarantee to the other party to deliver an item that meets the reasonable requirements as regard usability and good quality, in accordance with the specifications laid down in the written (order and/or proposal) confirmation, without prejudice to the relevant provisions contained in article 2, paragraph 2.1.

5.2 On account of this guarantee SEISER-PRO.COM shall be liable only for defects to the items supplied by SEISER-PRO.COM in respect of which timely complaints have been filed in accordance with the next article, of which defects the other party proves to SEISER-PRO.COM's satisfaction that they are exclusively the direct consequence of material or construction errors and/or faulty execution by SEISER-PRO.COM. SEISER-PRO.COM shall never be liable for objects made available by the other party.

Unless agreed upon in a separate test, development or performance agreement, **Spark plugs, spark plug leads and other consumables** are warranted to be free of defects in manufacturing or materials as sold. These do not carry a service time warranty due to the uncertain nature of the application in which they are placed, and their normal operating service life may vary considerably per application.

5.3 Under this guarantee SEISER-PRO.COM shall only be under the obligation to repair, replace or provide compensation for the items supplied, such at SEISER-PRO.COM's sole discretion.

The guarantee shall not be valid in respect of items and material supplied by SEISER-PRO.COM as being 'used'. In the event of replacement or compensation of any part the item replaced shall become the property of SEISER-PRO.COM and shall be returned to its address (to be specified by SEISER-PRO.COM) carriage paid. SEISER-PRO.COM can never be held liable for any other loss or damage in any form or on any account whatsoever, neither by the other party nor by any third party.

5.4 These guarantee provisions shall not be applicable in the event that the objects prove to have been assembled inexpertly or wrongly, that they have been modified, or otherwise used, treated or maintained wrongly, abnormally and/or ineffectively respectively, (of maintained inadequately). In that event SEISER-PRO.COM shall be under no obligation to repair and/or replace the objects and/or provide compensation for them.

Also each and every claim under this guarantee provision shall lapse in the event that SEISER-PRO.COM is not allowed reasonable time after filing a complaint to carry out an investigation on its part if such is deemed necessary and/or SEISER-PRO.COM is not provided with all details required for an investigation upon its first request to that end.

5.5 SEISER-PRO.COM shall be under no obligation to give any guarantee, howsoever named, if the other party does not, not adequately or not timely fulfils any obligation ensuing from the present or any other agreement concluded with SEISER-PRO.COM.

## **Article 6. Complaints**

6.1 SEISER-PRO.COM shall be immediately notified in writing of each complaint on account of incomplete or incorrect delivery or defects, in any event ultimately within eight work days of receipt of the items, failing which no claim, howsoever named can be made against

SEISER-PRO.COM, not excepting the guarantee provisions, like any direct or indirect loss due to a deficiency in a delivery.

6.2 A complaint shall count as recognised by SEISER-PRO.COM only when confirmed by SEISER-PRO.COM in writing. If a complaint has been recognised by SEISER-PRO.COM, SEISER-PRO.COM shall be given the necessary time to substitute other items for the rejected items. Any items processed and/or assembled by the other party or third parties in any way shall count as approved and accepted.

6.3 The other party shall never have the right to refrain from paying invoice amounts or from paying them on time or from suspending payment of them, not even in the event of complaints, nor can complaints lead to the other party being released or suspending any other obligation under an agreement concluded with SEISER-PRO.COM.

## **Article 7. Terms of payment**

7.1 The payment of the items delivered by SEISER-PRO.COM shall be effected within sixty days of the invoice date, without any discount and without any offsetting of debts being permitted, unless it has been agreed otherwise in writing.

7.2 After expiry of this term of payment SEISER-PRO.COM shall be entitled to charge interest over the amount unpaid at a percentage of 1.5% monthly, commencing immediately after expiry of the term of payment, any part of a month being counted as a full month, irrespective of the immediate collectability of the outstanding amount.

7.3 If the other party fails to fulfil its payment or other obligations towards SEISER-PRO.COM on time, the other party shall be under the obligation to account and pay for all costs of collection in and out of court, without exception, including in any event the fee, office costs and vat of an adviser called in by SEISER-PRO.COM, also if they could not be liquidated by judicial decision.

the amount payable on account of collection costs out of court by the other party to SEISER-PRO.COM shall amount to a minimum of 15 per cent of the principal for collection plus accrued interest to a minimum of € 70,-

In the event that SEISER-PRO.COM petitions for the winding up of the other party, the latter shall also be under the obligation to reimburse SEISER-PRO.COM for the costs of the petition for winding up in addition to and on top of the aforementioned cost.

7.4 If the other party fails to fulfil any obligation ensuing for it from any agreement concluded with SEISER-PRO.COM, or fulfils it not properly or not timely, and in the event of (a petition for) winding up, (application for) suspension of payment, closing down or liquidation of the company of the other party, the other party's placement under receivership, it shall be deemed to be in default by operation of the law and SEISER-PRO.COM shall have the right at its discretion (without any notice of default or judicial intervention being required) to either suspend the execution of the agreement, or to consider the agreement rescinded in full or in part, without SEISER-PRO.COM being under the obligation to pay any damages or give any guarantee, without prejudice to its right to claim full compensation of the loss, costs and interest incurred or yet to be incurred as a result of suspension or rescission of the agreement. If the term of payment is exceeded and

SEISER-PRO.COM takes items for the other party back, this shall mark the end of the (delivery) agreement only when SEISER-PRO.COM so confirms in writing. so long as such has not been done the other party shall be under the obligation of full payment. In all of these cases, also if SEISER-PRO.COM requires compliance with the agreement, each and every claim by SEISER-PRO.COM to the other party shall be immediately and at once collectible.

## **Article 8. Provision of security**

8.1 During the execution of the agreement SEISER-PRO.COM shall at all times have the right to suspend the fulfilment of its obligations until the other party has provided security for the correct fulfilment of all of its obligations under the agreement, at SEISER-PRO.COM's request and to its satisfaction. This provision applies likewise in the event that a credit has been stipulated in whichever form or under whatever name. Refusal by the other party, or the impossibility or dissatisfaction equated therewith, to provide the required security shall give SEISER-PRO.COM the right to consider the agreement rescinded without any judicial intervention being required and to take any items already delivered back, without prejudice to SEISER-PRO.COM's right to claim compensation of all costs, loss and interest, including loss of profit.

## **Article 9. Retention of title**

9.1 So long as the other party has not effected full payment of all items delivered or on account of work performed on account of that delivery to SEISER-PRO.COM, the items shall remain for the account and at the risk of the other party and, processed or not, the property of SEISER-PRO.COM. In the event of current account relations, the retention of title serves as security for the balance receivable.

9.2 Without the written consent of SEISER-PRO.COM the other party shall not transfer any items not yet fully paid in any way to third parties in pledge or transfer them otherwise to third parties.

## **Article 10. General restriction on liability**

10.1 Any liabilities on SEISER-PRO.COM's part that are not expressly acknowledged in these terms and conditions, more particularly claims to damages, based on whatever legal foundation – also if and when the liabilities are connected with guarantee rights of the other party, shall again be expressly precluded to the extent permitted by law. In the event of gross negligence on the part of SEISER-PRO.COM its liability shall be limited to the loss foreseeable on the moment the agreement was concluded, excluding consequential loss.

## **Article 11. Disputes**

11.1 As regards all disputes ensuing from the agreements concluded between SEISER-PRO.COM and the other party, parties declare to subject themselves to the French law (for the sales from SEISER-PRO.COM with the French address), or to the German Law (for sales from SEISER-PRO.DE .K. with the German address), both for the purpose of the execution of the agreements and for the settlement of any disputes entailing.  
hence, the competent court in the district of AUXERRE for France and BACKNANG for

Germany shall have the exclusive competence to settle any disputes ensuing from agreements by SEISER-PRO.COM with the other party.  
The foregoing does not affect SEISER-PRO.COM's authority to appeal to the court in the other party's place of residence and lodge claims there.

Martin SEISER Seiser-pro.com/Seiser-pro.de e.K.

### **Seiser-pro.com**

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### **Seiser-pro.de e.K.**

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