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SEGULA GmbH | Bergwiesenäcker 15 | 72160 Horb

General Terms and Conditions of Purchase

as at 01.01.2020

All orders and purchases are made exclusively in accordance with these Terms and Conditions of Purchase. Other conditions shall not become part of the contract unless we confirm these conditions in writing. If we accept the goods without express objection, it cannot be inferred from this that we have accepted deviating terms and conditions of the contractual partner.

1. contractual conditions

a The text of our order and these General Terms and Conditions of Purchase shall be exclusively authoritative for the contractual conditions. For the public national or international standards listed in the order text, the respectively valid edition of the standard shall apply.

b Verbal agreements with our purchasing managers shall only become binding after our written confirmation.

2. orders and commissions

a If our orders are not accepted within one week of receipt in writing or by fax with binding confirmation of the delivery time by the supplier, we shall be entitled to revoke them.

b We may demand changes to the delivery item even after conclusion of the contract, insofar as this is reasonable for the supplier. In the event of this change to the contract, the effects on both sides, in particular with regard to additional and reduced costs as well as delivery dates, shall be appropriately taken into account.

3. delivery time and deadlines

a Agreed dates and deadlines are binding. A prerequisite for adherence to them is the receipt of the goods at the agreed place of receipt.

b Early delivery and partial delivery require our consent.

c The supplier is obliged to inform us immediately in writing, stating the reasons and the probable duration of the delay, if circumstances arise or become discernible from which it results that the agreed delivery time cannot be met.

4. packaging, transport and insurance

a The goods must be secured against damage by suitable packaging approved by us and proper transport.

b We shall take out transport insurance ourselves. We will not pay the costs for the forwarding insurance.

c The risk is transferred at the receiving point specified by us.

5. regulations to be observed

a When performing the services, the Supplier shall observe all relevant statutory provisions and regulations, in particular those relating to the environment, dangerous goods and accident prevention, and shall ensure the security of the supply chain in accordance with the relevant customs regulations and comply with the generally recognised safety rules and the specifications required by the Purchaser. We request that your documents be sent automatically (current certificates: ISO14001, QMS006, ISO9001)

b The Supplier warrants that its deliveries comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the Supplier warrants that the substances contained in the products delivered by him have been registered to the extent required under the provisions of the REACH Regulation and that we have been provided with safety data sheets in accordance with the provisions of the REACH Regulation or the information required under Article 32 of the REACH Regulation. If the Supplier supplies products within the meaning of Art. 3 REACH Regulation, he shall in particular also be responsible for complying with his obligation to pass on sufficient information pursuant to Art. 33 REACH Regulation.

c The Supplier shall be responsible for compliance with Directive 94/62/EC on packaging and packaging waste, in particular for compliance with a cumulative maximum of 100 ppm by weight for lead, cadmium, mercury and hexavalent chromium in packaging and packaging components.

d Dangerous goods in accordance with GGVS and GGVE (ADR, RID) must generally be cleared free of charge.

e The INCOTERMS © 2010 apply to all trade terms.

6. quality and warranty

a The Supplier shall comply with the recognized rules of technology, the statutory, safety-related and environmental regulations and the agreed technical data for its deliveries and services. The respectively valid edition of the standards shall be applied. Compliance with the specified product properties must be checked by the supplier through thorough final inspection. Changes to the delivery item require our prior written consent.

b Acceptance shall be subject to examination for freedom from defects, in particular for correctness, completeness and fitness for purpose. We shall be entitled to inspect the goods to the extent and as soon as this is feasible in the ordinary course of business; any defects discovered shall be notified to us immediately upon discovery. In this respect, the supplier waives the objection of delayed notification of defects. § Section 377 of the German Commercial Code (HGB) shall apply.

c The limitation period for our warranty claims begins with the delivery of the goods or the acceptance of the service and is two years for claims arising from or in connection with the delivery of goods. For the rest, the statutory periods shall apply. The warranty period for spare parts which are specially marked or designated as such in individual contracts shall be two years from the date of installation, but shall end at the earliest upon expiry of the warranty period for the ordered item.

d We may, at our discretion, demand either rectification of the defect or delivery of a defect-free item. In the event of subsequent performance, the limitation period for replaced and repaired parts shall recommence. The expenses necessary for the purpose of subsequent performance shall also include the expenses of our customers.

e If the supplier does not begin to remedy the defect immediately after our request to remedy the defect, we shall be entitled in urgent cases, in particular to avert acute dangers or avoid major damage, to do so ourselves or have it done by a third party at the expense of the supplier.

7. product liability

a As far as the supplier is responsible for a product damage, he is obliged to indemnify us from claims for damages of third parties on first demand.

b Within this framework, the supplier is also obliged to reimburse us for all expenses incurred by us as a result of or in connection with a recall campaign.

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c The supplier shall insure himself against all risks arising from product liability, including the recall risk, to an appropriate extent and shall send us a copy of the insurance policy upon request.

d The supplier shall carry out a quality assurance which is suitable in type and scope and which corresponds to the latest state of the art and shall prove this to us upon request.

8. industrial property rights

a The supplier guarantees that the rights of third parties, in particular industrial property rights, are not infringed by the delivery or use of the delivered item.

b The Supplier shall indemnify the Purchaser and its customers against all claims arising from the use of such industrial property rights.

9. payment

a Unless otherwise agreed, payments shall be made within 14 days with 3 % discount or within 45 days net, in each case calculated from receipt of an invoice in accordance with the respective statutory provisions, but not before receipt of the goods or, in the case of services, not before their acceptance and, insofar as documentation, test certificates (e.g. works certificates) or similar documents belong to the scope of services, not before their contractual handover to us. We shall only be in default of payment if the supplier has previously sent us an express written reminder after the due date.

b In the event of faulty delivery, we shall be entitled to withhold payment appropriately until proper performance has been effected while maintaining our right to discount. The assignment of a claim is only possible with our written consent.

10. force majeure

a Force majeure, industrial disputes, riots, official measures and other unavoidable events shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of their effect. The contracting parties shall be obliged to provide each other with the necessary information without undue delay and to adjust their obligations to the changed circumstances in good faith.

11. tool costs, means of production and information

a The tools and equipment required for the manufacture of the ordered goods as well as their maintenance and replacement shall in principle be borne by the supplier. We have the right, against payment of the cost price, to acquire and dispose of such tools, dies or models (taking into account wear and tear and amortisation where applicable).

b Models, matrices, templates, samples, tools and other means of production as well as templates and other information paid for by us or made available to the supplier shall remain or become our property and may only be used for deliveries and services to third parties with our prior written consent. The supplier must keep the production equipment owned by us in safe custody carefully and free of charge and return it to us immediately and without right of retention upon request at any time.

12. Ownership and provision of materials

a We accept regulations in the supplier's terms of delivery regarding the supplier's retention of title. We agree from the outset to assignments made on the basis of an extended retention of title with the proviso that we reserve all rights against the assignee which we would be entitled to against the supplier without assignment.

b Goods provided by us shall remain our property. It may only be used as intended. For the correctness of the goods provided, the supplier must carry out a corresponding incoming goods inspection and inform us of the result of the incoming goods inspection. If our goods are processed by the supplier, we shall be deemed to be the manufacturer without any obligations arising for us therefrom and shall acquire ownership of the newly created goods. If the processing takes place together with other materials, we shall acquire co-ownership in the ratio of the invoice value of our goods to that of the other materials. If, in the event of our goods being combined or mixed with an item of the Supplier, the latter is to be regarded as the main item, co-ownership of the item shall pass to us in the ratio of the invoice value of our goods to the invoice value or, in the absence thereof, to the market value of the main item. In such cases, the supplier shall be deemed to be the custodian.

13. wage orders; for wage orders by us applies additionally:

a The supplier must inspect the subcontracted goods immediately upon receipt for any transport damage, obvious material defects, incorrect deliveries and shortfalls and inform us immediately of any complaints.

b The supplier may only work on and process faultless subcontract goods. In doing so, the supplier shall proceed appropriately in such a way that the intended use of the subcontracted goods is neither impaired nor endangered by the treatment and/or processing. The Supplier shall be liable to the extent provided by law.

14. Compliance

a The supplier undertakes to comply with the respective statutory regulations on dealing with employees, environmental protection and occupational safety and to work to reduce adverse effects on people and the environment in his activities. The supplier shall observe these values in our sense. These essentially concern the protection of international human rights, the prohibition of forced and child labor, the elimination of discrimination in employment and occupation, responsibility for health, safety and the environment, and the prevention of corruption.

b If the supplier has its registered office or its production facility on the territory of the Federal Republic of Germany, it guarantees compliance with the applicable labour law regulations and the statutory minimum wage requirements in accordance with MiLoG. The same applies to any subcontractors claimed. The supplier undertakes to exempt us from liability for the minimum wage if the claim is based on a breach of obligations incumbent on him or subcontractors commissioned by him under the MiLoG. This also includes associated costs, in particular for legal defence.

15. Place of performance and place of jurisdiction

The place of performance for all obligations arising from the contract shall be the place of receipt designated by us. If the supplier is a registered merchant, the place of jurisdiction shall be Horb.

16. legal regulations, applicable law

Unless otherwise stipulated in the above, the contract and its execution shall be governed exclusively by the statutory provisions of the law of the Federal Republic of Germany, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

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