General Terms and Conditions

1. Scope of Application

Sales and deliveries made by DOM Sicherheitstechnik GmbH & Co. KG (hereinafter referred to as "DOM") to the Customer (an "Entrepreneur" within the meaning of Section 14 of the German Civil Code [BGB]) shall be carried out exclusively in accordance with the following General Terms and Conditions of Payment and Delivery (hereinafter referred to as the "Delivery Conditions"). Any conflicting or supplementary terms and conditions of the Customer shall not apply, even if DOM does not explicitly object to them.

2. Conclusion of Contracts

2.1 Information contained in DOM's catalogues and brochures is subject to change and should be understood as an invitation for the Customer to accept an offer. Contracts shall only be concluded – subject to the conditions contained in Section 2.2 – once DOM has confirmed an order in writing; contracts shall be based exclusively on the contents of the order confirmation and these Delivery Conditions. Verbal agreements and commitments must be confirmed by DOM in writing to be legally effective. If DOM satisfies a customer's request after the contract has been cancelled, DOM shall charge a lump-sum fee of 30% of the goods' value to make up for lost profits and processing costs, but at least 60.00 EUR net. The Customer reserves the right to prove that DOM has incurred no expense or considerably less than it claims, or that DOM has lost no profit or considerably less than it claims.

2.2 The latest point for the conclusion of a contract – even without a written order confirmation – shall either be when the goods have been delivered if the subject of the contract is the delivery of individual keys (spare keys), or if the delivery is particularly urgent (express order) and, in this latter case, if the goods should reach the Customer within four (Vmax) or nine (express programme) working days.

2.3 Returns shall not be accepted, as products are manufactured on the basis of an order. This shall not apply if DOM is legally obliged to accept returns or exchange products.

3. Delivery Dates and Deadlines & Delayed Acceptance of Deliveries

3.1 Delivery dates and deadlines shall always be approximate and shall not result in fixed-date transactions. They shall only be binding if they are confirmed in writing by DOM. If the Customer does not fulfil its obligations to cooperate or other duties – especially if it fails to punctually disclose or provide information and documents required for the delivery or fails to make the agreed down payments – DOM shall be entitled to withhold the goods regardless of any agreed deadlines. Agreed delivery deadlines shall begin on the date of the order confirmation. If additional or extension orders are placed at a later date, delivery deadlines shall be postponed accordingly.

3.2 Any agreed deadlines shall be postponed by the amount of time taken up by such disruptions; the Customer shall be suitably informed of the emergence of such incidents. If a disruption has no foreseeable end or lasts longer than two months, each contracting party shall be entitled to withdraw from the contract.

3.3 DOM's deliveries shall not be considered delayed if it is unable to deliver items that it does not manufacture itself, because they are not delivered by its supplier through no fault of its own despite the existence of a congruent hedging transaction.

3.4 If DOM's deliveries are delayed, the Customer shall only be entitled to withdraw from the contract if DOM is responsible for the delay and a reasonable grace period determined by the Customer has elapsed without success.

3.5 If the Customer is late to accept the delivered goods or otherwise breaches its obligations to cooperate, DOM shall be entitled – without prejudice to its other rights – to appropriately store the delivered items at the risk and expense of the Customer or to withdraw from the contract.

3.6 DOM may make partial deliveries for justified reasons.

4. Dispatch, Passage of Risk, Insurance

4.1 If the Customer has not specified a particular shipping method, goods shall be sent via an appropriate shipping route in standard packaging.

4.2 Once the delivered items have been handed over to the carrier or the Customer, the risk shall be transferred to the Customer. If the delivery or handover is delayed through the fault of the Customer, the risk shall be transferred to the Customer on the day a notification is sent to announce the goods are ready for delivery.

4.3 Insurance shall only be taken out at the request and expense of the Customer.

4.4 The Customer shall bear the costs of any evidence it requests to prove the goods have been dispatched to the specified address (proof of dispatch).

5. Prices & Terms and Conditions of Payment

5.1 If the contracting parties have not agreed a specific price, this shall be determined according to DOM's price list at the time the contract was concluded.

5.2 All prices quoted by DOM shall be net prices ex works – i.e. plus the applicable statutory rate of value added tax – plus postage and packaging, which shall be charged separately. The Customer shall bear the costs of any public taxes incurred during the importation of goods, such as customs duties.

5.3 DOM shall be entitled to impose partial charges for partial deliveries as per Section 3.6 above.

5.4 All invoices issued by DOM shall be payable without deductions within 30 days of the invoice date; payments shall be considered delayed if they have not been made within this deadline. Payments made by the Customer shall only be considered complete once DOM has the amount at its disposal.

5.5 If the Customer defaults on a payment, DOM shall be entitled to charge interest up to the legally defined amount. DOM shall be entitled to receive a lump sum of 40 EUR (Section 288 Paragraph 5 of the BGB) for every case of late payment. This shall not affect DOM's right to assert claims for further damages incurred as a result of late payment.

5.6 Cheques and bills of exchange shall only be accepted as payment by special agreement and free of charges and costs for DOM.

5.7 The Customer shall only be entitled to offset payments if its counterclaim is undisputed or enforced by law.

5.8 The Customer shall only be authorised to withhold payment if its counterclaim concerns the same contract and is undisputed or enforced by law.

5.9 If DOM perceives that the Customer may be unable to fulfil its contractual duties, DOM shall be entitled to demand a down payment or security before making any outstanding deliveries. If these down payments or securities have not been made – even after a reasonable grace period – DOM may fully or partially withdraw from some or all the affected contracts. This shall not affect DOM's other rights.

6. Reservation of Title

6.1 DOM shall retain ownership of all the delivered products until the full settlement of all payment claims held by DOM in its business relationship with the Customer.

6.2 Retained property shall also act as a security for payment claims held by DOM on outstanding invoices.

6.3 The Customer may only sell products subject to retention of title ("retained products") in its normal course of business. The Customer shall not be entitled to pledge such retained products, to transfer them as a security or to dispose of them in any other way that might jeopardise DOM's ownership. The Customer hereby assigns DOM any receivables resulting from a resale; DOM hereby accepts the assignment of such receivables. If the Customer sells the retained products alongside other goods or after combining them with other goods, the amount of receivables assigned shall equate to the price agreed between DOM and the Customer plus a safety margin of 10% of this price. The Customer shall have the revocable right to collect any receivables assigned to DOM in its own name on a trust basis. DOM may revoke this authorisation and the Customer's entitlement to resell retained goods if the Customer fails to fulfil the fundamental obligations it owes to DOM, such as payment; in the event of such revocation, DOM shall be entitled to collect receivables itself.

6.4 If retained products are combined with other objects, DOM shall acquire joint ownership of the new item in the comparative ratio of the value of the retained products and the other objects at the time the goods were combined. If the goods are combined in such a way that the Customer's item should be considered the main product, the contracting parties hereby agree that the Customer shall transfer proportional joint ownership to DOM. The Customer shall keep this joint property in safe keeping for DOM.

6.5 The Customer shall always provide DOM with any information it requests regarding the retained products or claims assigned to DOM. The Customer must immediately notify DOM and provide it with the necessary documents in the event of any attachments or claims made by third parties with regard to the retained products. At the same time, the Customer shall inform third parties of DOM's retention of title. The costs of mounting a defence against such seizures and claims shall be borne by the Customer.

6.6 The Customer shall be obliged to treat the retained products carefully for the duration of the retention of title.

6.7 If the realisable value of the securities exceeds the value of DOM's receivables by more than 10%, the Customer shall be entitled to request the release of the securities.

6.8 If the Customer fails to fulfil the fundamental obligations it owes to DOM, such as payment, and DOM subsequently withdraws from the contract, DOM may demand the return of the retained products – without prejudice to its other rights – and sell them elsewhere to settle the claims held against the Customer. In such cases, the Customer shall immediately grant DOM or its authorised representative access to the retained products and return them.

6.9 If deliveries are made in other legal systems where the foregoing provisions on the retention of title do not provide the same level of security for payment as in Germany, the Customer shall do everything to arrange the corresponding security rights for DOM without delay. The Customer shall assist with all activities that are necessary and beneficial for the effectiveness and enforceability of these security rights, such as registration and publication, etc.

6.10 If so requested by DOM, the Customer shall be obliged to take out appropriate insurance cover for the retained products, provide DOM with the appropriate evidence of this insurance policy and assign DOM any claims arising from the insurance contract.

7. Product Characteristics, Rights of the Customer in the Event of Defects, Inspection Obligation

7.1 Product descriptions and other details found in catalogues, price lists and other informative material provided by DOM to the Customer should never be considered guarantees for a particular product characteristic; any such guaranteed characteristics must be explicitly agreed in writing.

7.2 DOM shall only guarantee a particular product characteristic if the contracting parties have reached a concrete written agreement on the properties, features and performance characteristics of a delivered item ("Quality Agreement").

7.3 The Customer must immediately inspect every delivery for defects. Warranty claims for visible defects shall not be accepted if the Customer fails to report such defects in writing within two weeks of the delivery. DOM must be notified of any latent defects in writing as soon as they are discovered. If this is not done, any claims asserted in respect of this defect shall not be recognised (Section 377 of the German Commercial Code [HGB]).

7.4 Whenever a complaint is raised, DOM shall be entitled to inspect and examine the defective item. The Customer shall grant DOM the time and opportunity required for this. DOM may also ask the Customer to return the defective item at DOM's expense. The most affordable form of shipping must be selected for this. If a complaint proves to be unfounded and the Customer could have realised this beforehand, the Customer shall be obliged to reimburse DOM for all the expenses incurred throughout the process, e.g. transport and shipping costs.

7.5 DOM shall rectify defects at its own discretion by remedying the fault free of charge or delivering a defect-free replacement (collectively referred to as "rectification measures").

7.6 The Customer shall grant DOM the time and opportunity required to rectify defects. The Customer may only rectify a defect itself or have it rectified by third parties and then ask DOM to reimburse the necessary costs in urgent cases where operational safety is at risk, to avoid a disproportionate amount of damage or when DOM is too late to rectify the defect itself; the Customer must immediately notify DOM of its intentions.

7.7 Any parts replaced by DOM must be returned to DOM upon request.

7.8 The Customer shall not have any claims for defects it causes itself, e.g. through incorrect or improper use, and especially if the Customer does not follow the instruction manual, incorrectly sets up the equipment, combines parts that are not designed for such use, treats the equipment improperly (e.g. excessive load) or incorrectly installs the equipment; this shall also apply if unsuitable accessories, unsuitable spare parts or illegally manufactured keys are used, if unsuitable repair work is carried out, or if defects are caused by natural wear and tear, unless DOM is responsible for such defects. Batteries are also wearing parts. We hereby guarantee that delivered goods shall be fully functional and free from defects when the risk is transferred to the Customer; however, we cannot guarantee a concrete durability or useful life.

7.9 DOM shall bear the cost of any transportation, travel, labour and materials required to carry out rectification measures.

7.10 If such rectification measures are unsuccessful or deemed unreasonable by the Customer, or if DOM refuses to carry out such measures in accordance with Section 439 Paragraph 3 of the BGB, the Customer may choose to either withdraw from the contract in accordance with the statutory provisions, reduce the buying price and/or demand compensation as per Section 8 below, or request the reimbursement of its expenses.

7.11 The Customer's claims for defects shall become time-barred twelve months after the items were delivered. The statutory limitation periods shall apply to any compensation claims held by the Customer for anything other than the delivery of defective goods; they shall also apply to any claims held by the Customer in the event of fraudulently concealed defects and intentional defects. This shall not affect the rules on limitation periods set forth in Section 479 of the BGB.

8. Liability and Compensation for Damages

8.1 Subject to the provisions of Section 8.2 below, DOM's statutory liability to pay damages shall be limited as follows:
(i) DOM shall be liable for slightly negligent breaches of its contractual duties up to the amount of the typically foreseeable damages at the time the contract was concluded.
(ii) DOM shall not be liable for slightly negligent breaches of its minor contractual duties.

8.2 This limitation of liability shall not apply in the event of mandatory legal liability (especially in accordance with the German Product Liability Law), or in the event of warranty assumptions and culpably caused personal injuries.

8.3 The Customer shall be obliged to take appropriate measures to prevent and reduce damage.

8.4 DOM shall not assume liability for any damage resulting from improper use or assembly.

9. Product Liability

If the Customer sells delivered items in an unaltered condition or after combining them with other goods, it shall internally indemnify DOM against any product liability claims asserted by third parties, provided it is responsible for the defect that has given rise to the liability claims.

10. Industrial Property Rights

10.1 DOM shall be the sole holder of the copyrights for any sales materials (specifically illustrations, drawings, weight specifications and dimensions), software documents and models, as well as for any copies made (collectively described as "documents"). These documents must not be made accessible to third parties and must be immediately returned to DOM upon request. DOM shall be the owner of the intellectual property rights for all products it sells. The production of replicas and copies is strictly forbidden and shall be prosecuted in accordance with civil and criminal law.

10.2 If the Customer tells DOM how it should manufacture the deliverables with specific instructions, details, documents, designs or drawings, the Customer shall guarantee that DOM's work does not infringe any third-party rights, such as patents, registered designs and other industrial property rights and copyrights. The Customer shall indemnify DOM against all claims asserted by third parties for any such infringements.

11. Liquidated Damages

If the Customer fails to fulfil its contractual duties, DOM shall be entitled to demand a lump-sum compensation payment of 10% of the price owed by the Customer in each case without having to produce further evidence; however, the Customer may provide evidence to prove that DOM has incurred no damage or considerably less than it claims. DOM reserves the right to claim a greater degree of damage by producing the necessary evidence or by observing statutory provisions for the estimation of damages.

12. General Provisions

12.1 The Customer shall require the written consent of DOM to assign the rights and claims contained in a contract to third parties.

12.2 If a condition contained in a contract and/or these Delivery Conditions prove to be fully or partially ineffective, this shall not affect the validity of the remaining conditions.

12.3 Brühl (near Cologne) is hereby agreed as the exclusive place of jurisdiction for all disputes arising from this contractual relationship with merchants. However, DOM shall be entitled to take legal action against the Customer in any other jurisdiction.

12.4 This Agreement shall be governed by the laws of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Last updated: 03/2016

Supplementary General Terms and Conditions for Contract Manufacturing and Services provided by DOM Sicherheitstechnik GmbH & Co. KG

1. Scope of Application

Work services (e.g. the galvanisation of the Customer's products or the production of individual lock systems) shall be carried out for the Customer (an "Entrepreneur" within the meaning of Section 14 of the German Civil Code [BGB]) exclusively in accordance with the following Supplementary General Terms and Conditions for Contract Manufacturing ("Supplementary Conditions"), which the Customer shall acknowledge by placing an order or accepting the manufactured goods. These shall apply in addition to the General Terms and Conditions of Payment and Delivery ("Delivery Conditions"). If these Supplementary Conditions do not contain any specific provisions, those contained in the Delivery Conditions shall apply accordingly.

2. Bearing of Risk, Acceptance of Goods

2.1 The Customer shall assume the risk of accidental perishing upon acceptance of the work.

2.2 The Customer shall be obliged to accept the contractually manufactured goods as soon as DOM has announced that manufacturing has begun.

2.3 The Customer may not refuse to accept goods due to immaterial defects.

2.4 Goods shall also be considered accepted if the Customer does not accept them within a reasonable deadline set by DOM despite its obligation to do so.

3. Pricing & Terms and Conditions of Payment

3.1 If the contracting parties have not agreed a specific price and the price list did not contain a price for the work at the time the contract was concluded, the remuneration agreed shall be the usual amount.

3.2 Sections 5.2 to 5.9 of the Delivery Conditions must also be applied accordingly.

4. The Customer's Rights in the Event of Defects

4.1 DOM shall produce the work in accordance with the current state of technology.

4.2 If the goods are accepted without reservation, the Customer shall lose its rights and claims for defects that are visible at the time of acceptance. Any claims for defects that are not visible at the time of acceptance shall not be accepted if the Customer does not immediately notify DOM of their discovery.

4.3 DOM shall rectify defects at its own discretion by remedying the fault free of charge or redoing the work it owes (collectively referred to as "rectification measures").

4.4 If such rectification measures are unsuccessful or deemed unreasonable by the Customer, or if DOM refuses to carry out such measures in accordance with Section 635 Paragraph 3 of the BGB, the Customer may choose to either withdraw from the contract, reduce the buying price, demand compensation (as per Section 8 of the Delivery Conditions) or request the reimbursement of its expenses.

4.5 The Customer shall have no claims for defective goods if such defects are caused by the Customer or third parties and DOM is not responsible. This shall particularly apply to any defects caused by faulty materials delivered by the Customer or instructions issued by the Customer.

4.6 The Customer's claims for defects shall become time-barred one year after acceptance.

5. Right of Lien

On the basis of its claims arising from the work order, DOM shall have a contractual right of lien on any objects that pass into its possession during the assignment. DOM shall also have a right of lien on the basis of claims arising from work, deliveries and other services it has provided in the past, provided these are related to the object of the current work.

6. Services

If DOM not only sells the goods, but also provides assembly work to an entrepreneur (Section 14 of the BGB), the following conditions shall also apply:

6.1 If the assembly work is scheduled to be carried out within the deadline for inspections and complaints described in Section 7 of the General Terms and Conditions, the Customer must check in advance whether visible defects or incorrect deliveries might hinder the assembly work. Any such hindrances must be reported to DOM by the end of the day before the scheduled assembly work, so that the problems can be solved before the assembly staff arrive. If the Customer fails to report this in time, it must bear the cost of the unnecessary journey made by the assembly staff, including any lost profits.

6.2 The Customer must keep the purchased items available for the fitters at the installation site.

6.3 The Customer must ensure that the assembly work can be carried out on the agreed date, especially by making sure all the necessary preparation work is complete.

6.4 Deadlines shall only be binding with express prior agreement. The Customer must send DOM written confirmation within 5 days of the scheduled appointment to state that the assembly work can be carried out on the agreed date. If the Customer does not send confirmation, DOM shall be entitled to schedule assembly work elsewhere.

6.5 The Customer must inform the assembly staff about any specific health and safety regulations on site, such as those regarding welding work, smoking bans, safety clothing, etc. If the Customer fails to fulfil this obligation and this leads to damage, the Customer must release DOM from its obligation to pay compensation.

6.6 The electrical power required for tools and any lighting must be provided on site. These costs shall be borne by the Customer.

6.7 The Customer must accept the work upon completion. Goods shall also be considered accepted if the Customer does not accept the assembly work within a reasonable deadline set by DOM despite its obligation to do so.

6.8 The Customer's warranty claims from the assembly work shall become time-barred one year after acceptance. This shall not affect the limitation period established in Section 634 a Paragraph 1 Number 2 of the BGB.

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