

Gronbach GmbH: General Conditions of Sale and Delivery

01.06.2022

I. General conditions

1. Our offers, supplies and services are based exclusively on the present conditions of sale and delivery. Our terms of sale and delivery are part of all contracts regarding our supplies and services that we close with our customers. They also apply to all future offers, supplies and services, even if there is no separate corresponding agreement.
2. The customer's general terms and conditions do not apply, even if we do not separately object to their validity case-by-case.
3. Restrictions on the present conditions or modifications that the client intends to make are only valid if our company has acknowledged them in writing.
4. After the order has been placed, contracts come into existence only through our written order confirmation. Our offers are valid for a maximum of 30 days. Supplementary and collateral agreements must be in writing. Any change requests are considered refused if we do not expressly accept them in writing.
5. Likewise, declarations of intent from/to or agreements with representatives and employees respectively become legally effective only with written confirmation by the contractual partners.
6. The dimensions, illustrations, drawings, prices, terms of payment and the like, including catalogues, folders, circulars, advertising brochures and price lists are not binding unless they have been expressly agreed in writing.
7. In carrying out our economic activities, our organization acts under respect of ethical, moral, social, environmental and occupational safety principles. To this end, our company has introduced and maintained an organizational and management system. The document it originated from is The Code of Conduct, which can be viewed at this link: <https://www.gronbach.com/en/downloads-en>

II. Delivery, transfer of risk, force majeure

1. The risk passes to the customer as soon as the goods leave our warehouse or factory, or as soon as the goods delivered are not retrieved, or storage is put on hold at the customer's request.
2. We are not liable for loss, accidental destruction or deterioration of shipped goods. Transport insurance is provided at the request and expense of the customer. We hereby assign any damage claims against liable third parties and/or insurance companies to the customer, who accepts said assignment. Any other claims are out of the question.
3. If we become aware of irregular payment transactions or an economic deterioration from the client, such as insolvency filing or an application for compensation, we can choose to deliver cash on delivery or request advance payment.
4. We are entitled to make partial deliveries.
5. Delivery times are just approximate and binding only with written assurance, they only begin after clarification of all details, but in any event not earlier than the date of our order confirmation. They are extended in the event of force majeure, e.g. strikes, lockouts, subsequent material shortages, import and export restrictions, wars or terrorist conflicts, pandemics (e.g. SARS-CoV-2) or similar unforeseeable events, that subsequently significantly affect the delivery or make delivery impossible for us or our suppliers. The extension includes the period of the hindrance and an added reasonable restart period. Instead of delivery, we can also withdraw from the contract due to the part of it that has not yet been fulfilled.
6. Should the customer cause a delay, the delivery deadlines are extended by the duration of the delay plus a reasonable starting time. In case of delay in delivery, the customer can withdraw in writing after having set a reasonable grace period, unless the goods have already been dispatched when the grace period has expired.
7. If the goods, especially raw materials, cannot be delivered or are temporarily not available despite reasonable precautions for delivery by our pre-suppliers, we will immediately inform the customer. We are released from the obligation to perform until we receive delivery from the pre-supplier, unless the non-delivery or delayed delivery by the pre-supplier is imputable to us. If self-delivery is still outstanding two months after the due date and is still not foreseeable at this point in time, based on a reasonable assessment, both contracting parties have the right to withdraw from the contract in question; we have no right of withdrawal if we are held responsible for the non-delivery by the pre-supplier.

III. Price, Payments

1. Unless otherwise agreed in writing, our general list prices apply (+ applicable VAT) from Laghetti/Egna (Province of Bolzano).
2. In the case of quotations in a foreign currency, we reserve the right to adjust the prices to the exchange rates, even for deliveries that are not yet complete, if the EURO or the foreign currency in question is subject to changes.
3. The prices can be changed when there is notification of modification requests on the part of the customer. The determining factors for the prices are the prices of our suppliers applicable at the time the offer is made, as well as the currency parities, customs and import duties. Price changes are also allowed if more than 4 months lie between the conclusion of the contract and the delivery date; in this case the applied price is the one valid on the day of delivery. If delivery is agreed within 4 months, the applied price is the one valid on the day the contract is concluded. We are also entitled to adjust agreed prices at our own equitable discretion if our costs in relation to the product and its manufacture, in particular the prices of our suppliers, energy costs and currency parities or customs increase or decrease import charges in a way that generates a difference in the total costs of more than 2.5%. The amount of the price change is limited to the percentage of increase or decrease in our total costs as a result of the changed cost parameters. We will make the reason and extent of the change verifiable upon first request by presenting suitable documents.
4. Unless otherwise expressly agreed in writing, normal packaging that is typically suitable for shipping is used. Special packaging, especially for air and sea freight, etc., will only be used if expressly requested by the customer and will be charged separately.
5. If the stipulated acceptance is not achieved, rebates, discounts and special conditions are inapplicable with retroactive effect.
6. Our deliveries are payable at the latest within 30 days net or 14 days from the invoice date with a 2% discount (checks are only accepted on account of performance.)
7. In case of default of payment (even if drafts, checks or bills of exchange have been issued), interest on arrears will be due as specified by the Decree-Law No. 231/2002.
8. In case of default of payment, insolvency or compensation proceedings, suspension of payments or deterioration in the customer's economic situation, we can immediately assert all claims resulting from the business relation that are not yet due.
9. Offsetting by the customer is possible only with undisputed or legally established claims.
10. Discrepancies in billing must be reported in writing within 8 (eight) days after receipt of the invoice, otherwise the invoice is considered as accepted. Non-payment or partial payment on the part of the customer shall be considered as non-performance of the contract and releases us from the outstanding performance and delivery periods respectively. We are furthermore authorized to issue a bill of exchange with charges at the expense of the customer, without prejudice to the assertion of all other rights and legal claims to which we are entitled.
11. Any dispute, even if well-founded, does not give the customer the right to stop the agreed payments (solve et repete).
12. The acceptance of bills of exchange, drafts or checks does not imply novation of the original debt and is always understood to be "subject to receipt"; it also does not imply a change in the place of performance.

IV. Retention of title

The goods remain our property until the price has been paid in full and may not be sold to third parties or pledged. We must be immediately informed of foreclosures and confiscation of the goods.

V. Warranty

1. Only our product description applies to the properties and conditions of our products (not least in terms of the components). Our warranty extends to a period of 3 (three) months after delivery of the product.
2. By accepting the goods, the customer confirms that the goods have been received in due form, both in terms of quality and quantity. The goods we have delivered must be carefully examined instantly after delivery to the customer. Losses, defects and damage are to be immediately noted on the accompanying document, unless the defects were not recognizable during the immediate careful inspection. Complaints will not be accepted if these notes are incorrect. Under no circumstances will complaints be accepted if they do not reach us by registered letter within 8 (eight) days of delivery, even if they are noted on the accompanying document, or within 8

(eight) days of their discovery in case of hidden defects.

3. The use of the goods excludes any possibility of an objection to the goods by the customer. Furthermore, our warranty is void if the customer changes the delivery item or has it changed by a third party without our written consent. This also applies in case the goods are not properly stored by the customer.
4. Our warranty is limited to replacing the faulty goods. Further claims, especially claims for compensation for direct as well as for indirect damage, are expressly excluded.
5. The freight costs for the transport of the complained goods to us are at the expense of the customer. Returned goods will only be accepted if they are returned with our consent and carriage paid.

VI. Compensation, liability

1. Our liability for damages due to neglect of duty, regardless of the type and for whatever legal reason, especially due to impossibility, delay, defective or incorrect delivery, positive infringement of contract or obligations during contract negotiations and tortious acts, insofar as fault, is limited according to clauses 2 to 6.
2. We are liable for intent and gross negligence. In the case of ordinary negligence, we are only liable for damage resulting from injury to life, body or health as well as in the event of a violation of essential contractual obligations, i.e. obligations whose fulfillment is essential for the proper execution of the contract and on the observance of which the customer regularly relies and may trust; in the event of a violation of essential contractual obligations, however, our liability is limited to compensation for the foreseeable, typically occurring damage.
3. In case of liability for ordinary negligence, our obligation to pay compensation for property damage and financial loss is limited to the coverage of our product liability insurance or business liability insurance. We are willing to send the customer a confirmation of coverage from the insurer upon request.
4. The above exclusions and limitations of liability apply to the same extent in favor of our organs, legal representatives, employees, vicarious agents and executing aides.
5. Insofar as we provide technical information or advice in the context of business dealings and this information or advice is not part of the contractually agreed scope of service owed by us, this is done free of charge and under exclusion of any liability.
6. Customer claims arising from product liability or culpable injury to life, body or health remain unaffected by the above exclusion or limitation clauses.

VII. Property rights

1. Should our goods infringe industrial property rights of third parties (patents, copyrights, trademarks, etc.), the customer must immediately inform us of any warnings of intellectual property infringements. We reserve the right to defend or indemnify the customer against claims arising from infringements of property rights and to legally enable him to use our goods or, should this be economically unreasonable, in order to avoid an infringement of property rights, to modify or replace our goods at our discretion or to take the goods back for a refund of the purchase price less compensation for use.
2. Should a claim be made against us due to an infringement of property rights, which arises due to the fact that we have followed the customer's instructions, the customer will indemnify us from all claims arising from the infringement and reimburse us for the expenses incurred in this context, insofar as these are necessary or appropriate for the protection of our interests and rights.

VIII. Place of performance and venue

1. Place of performance is Laghetti/Egna (Province of Bolzano).
2. For all disputes, including those that are related, the contracting parties recognize and determine the exclusive venue in Bolzano.
3. The law of the Italian Republic applies with exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

IX. Continuity in case of partial invalidity

Should single terms of these general terms of sale and delivery be or become void or contestable for any reason, the remaining provisions shall remain in full force and effect.