

General Terms and Conditions of the Wilhelm Gronbach GmbH company (Terms and Conditions of Sale and Delivery), 01.06.2022

I. General information

- Our offers, deliveries and services shall be made exclusively on the basis of these Terms and Conditions of Sale and Delivery (GTC). Our GTC are an integral part of all contracts that we conclude with our customers for our deliveries and services. They shall also apply to all future offers, deliveries and services, even if this is not separately agreed upon.
- The customer's general terms and conditions of business shall not apply even if we do not subsequently separately object to their validity in individual cases.
- Contracts are concluded after the customer's order solely by our written order confirmation. Our offers are valid for a maximum of 30 days. Supplementary and ancillary agreements must be in mutually agreed written form to be effective. Any requests for changes shall be deemed to have been rejected unless we expressly agree to them.
- The right to technical and design deviations from descriptions and information in brochures, offers and written documents as well as changes in performance, design and material in the course of technical development is reserved without the customer being able to derive any rights from this. Documents on which the acceptance of the order is based, e.g. illustrations, drawings, dimensions, weights and other technical specifications, shall only become binding if they are confirmed by us in written form.
- For products which we do not manufacture ourselves, in particular merchandise of other manufacturers, the terms and conditions of the respective manufacturer attached to these products shall additionally apply.

II. Delivery, transfer of risk, force majeure

- The risk for goods to be delivered by us or services to be provided by us shall pass to the customer as soon as the goods/services leave our warehouse or factory; goods/services provided are not cancelled immediately after notification to the customer; or the delivery/service is postponed at the request of the customer.
- We shall not be liable for loss, destruction or deterioration of shipped goods unless we are responsible for such loss, destruction or deterioration. Transport insurance shall only be taken out at the express request and expense of the customer. We hereby assign claims for damages against liable third parties and/or insurance companies to the customer, who accepts the assignment.
- We are entitled to partial deliveries and services which are reasonable for the customer.
- Deadlines and dates for deliveries and services are always only approximate, unless a fixed deadline or date has been explicitly agreed. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarder, carrier or other person entrusted with the transport. Otherwise, timely notification of readiness for shipment shall be sufficient to comply with delivery periods and delivery dates. Reasonable early deliveries are permissible. Reminders must always be sent in written form or by fax.
- The delivery and performance periods shall not commence before all documents, construction plans, official or other approvals and releases to be obtained by the customer have been provided and not before all execution details have been clarified, but no earlier than the date of our order confirmation. In the event of force majeure, e.g. strikes, lockouts, subsequent shortages of materials, import or export restrictions, armed or terrorist conflicts, pandemics (e.g. SARS-CoV-2) or similar unforeseeable events for which we are not responsible and which subsequently make it considerably more difficult or impossible for us or our suppliers to deliver, the delivery period shall be extended by the period of the hindrance together with a reasonable restart period. If such an impediment is not only of temporary duration, we shall inform the customer immediately of the impediment and may withdraw from the contract. In the latter case, any advance payments received shall be refunded without delay. Insofar as the customer can no longer be expected to accept the delivery or service as a result of a delay for which we are not responsible and which is unreasonable taking into account the agreed delivery or service dates and the interests of both parties, the customer may withdraw from the contract by means of an immediate written declaration to us after receipt of our notification of the expected duration of the delay. However, this shall not apply in the event of non-compliance with mere interim deadlines. The customer's statutory right to dissolve the contract due to a breach of duty for which we are responsible shall remain unaffected.
- If the customer is late, the delivery periods shall be extended and delivery dates shall be postponed by the duration of the delay plus a reasonable restart period.
- If, despite reasonable precautions, the goods are not or are temporarily not available for delivery by our sub-supplier, in particular concerning raw materials, we shall inform the customer thereof without delay. Until the sub-supplier has delivered the goods himself, we shall be released from our obligation to perform, unless we are responsible for the non-delivery or the delayed delivery by the sub-supplier. If our delivery is still outstanding two months after the due date and is still not foreseeable at this point in time based on reasonable assessment, both contracting parties shall be entitled to withdraw from the contract concerned; the right of withdrawal shall be excluded for us if we are responsible for the non-delivery by the pre-supplier.

III. Prices, payments

- Unless otherwise agreed in written form, our general list prices plus VAT at the respective statutory rate shall apply ex Wasserburg am Inn.
- If the object of delivery or service changes after conclusion of the contract (change requests of the customer), a correspondingly adjusted, new price shall be agreed. If the parties fail to reach an agreement, we shall be entitled to set the new price at our reasonable discretion subject to judicial review (§ 315 of the German Civil Code (BGB)), taking into account our material and personnel expenses and an appropriate contribution margin. Furthermore, we shall be entitled to adjust agreed prices accordingly at our reasonable discretion if, compared with the time of submission of the offer, our costs relating to the product and its manufacture, in particular the prices of our suppliers, currency parities or customs and import duties, increase or decrease in such a way that there is a change in the total costs of more than 2.5%. The scope of the price change is limited to the percentage increase or decrease in our total costs as a result of the changed cost parameters. We shall make the reason for and scope of the change verifiable upon first request by submitting suitable supporting documents. In addition, we shall be entitled to make price changes if there are more than four months between the conclusion of the contract and the delivery date and if delivery within four months of the conclusion of the contract was not agreed. In that case, our list price valid on the delivery date shall apply less any discounts or rebates agreed with the customer.
- Unless otherwise expressly agreed, normal packaging normally suitable for shipment shall be used. Special packaging, in particular for air and sea freight, shall only be provided at the express request of the customer and at a separate charge.
- If the agreed purchase quantity is not reached, discounts, rebates and special conditions shall retroactively cease to apply.
- In the event of default in payment, we shall charge interest on arrears at a rate of eight percentage points above the respective base interest rate (§ 288 (2) of the German Civil Code (BGB)). Any further claims for damages due to the delay in payment shall remain unaffected.
- If we become aware of facts that indicate a significant or sustained deterioration in the financial circumstances of the customer, if the customer defaults on payment, if insolvency proceedings are applied for or opened in respect of the customer's assets, or if the customer ceases to make payments, we shall be entitled to deliver or perform against advance payment or cash on delivery, even if other arrangements were initially agreed. If we have already provided the delivery or service, we may in such cases immediately assert all claims arising from the business relationship, including claims not yet due.
- Offsetting by the customer or the assertion of a right of retention by the customer shall only be permissible on the basis of undisputed, legally established counterclaims or counterclaims which are ready for decision.
- Foreign deliveries shall be made exclusively against advance payment or by irrevocable, transferable and divisible documentary letter of credit to be issued at our bank in our favor.

IV. Retention of title

- We retain the title to goods delivered by us until they have been paid for completely (retention of title). This shall also apply if our corresponding claim has been deposited in a current account and the balance has been acknowledged.
- The customer may resell the goods only in the ordinary course of business and only against cash or under retention of title. Our goods are to be expressly excluded from transfers of ownership through placing entire warehouses as security. We are to be notified immediately in writing of any execution measures against our retention of title goods.
- If our goods are combined or inseparably mixed or blended with other movable items to form a single item and if the other items are to be regarded as the main item, the customer shall transfer co-ownership to us on a pro rata basis insofar as he has or acquires ownership of the single item. Treatment and processing of the goods by the customer shall be carried out on our behalf to the exclusion of the acquisition of ownership in accordance with § 950 of the German Civil Code (BGB). No obligations of any kind shall arise for us from this. We shall remain the owner of the item thus created, which shall serve as retention of title goods to secure our claims in accordance with item 1. In the event of processing together with third-party goods, we shall have co-ownership of the new item in the ratio of the value of our goods to the third-party processed goods at the time of processing.
- Insofar as our delivery/service is resold before full payment, regardless of whether together with third party goods or in processed/processed condition, the customer must pass on our retention of title. In addition, he hereby assigns to us, in the amount of our claims, all claims to which he is entitled against his customers from the resale now and in the future, including security and ancillary rights. If our own goods/deliveries are combined or mixed with third-party goods/deliveries, the claim shall only apply in the ratio of the invoice value of our conditional delivery for the material supplied by us to the value of the third-party materials that are also sold/used. This shall apply accordingly insofar as our goods subject to retention of title are used together with other goods/services and, e.g., are delivered/installed/provided at a total price.
- If the securities granted to us exceed 120 % of our claims, we shall, at the customer's request, release at our discretion as much of the securities as are necessary to ensure that the remaining securities fall below the above limit.
- The customer shall keep the proceeds from the resale of our retention of title goods separately and transfer them to us immediately when our claims become due.
- In the event of default in payment or cessation of payments by the customer as well as in the event of an application for or opening of insolvency proceedings against the customer's assets, the authorization to resell our retention of title goods and to collect the assigned customer claims shall expire.
- In order to enforce our rights from the extended retention of title against the customer's customers, the customer shall immediately provide us with the necessary documents and information upon request, excluding any objections, and shall allow us to inspect its business books for this purpose.

V. Claims for defects

- Only our product description as agreed shall be deemed relevant to the quality of our products (also with regard to the components). In the case of merchandise, only the manufacturer's product description shall be authoritative. Public statements, promotions and advertisements of the component manufacturers shall not constitute a contractual statement of quality. Claims for defects shall be time-limited to twelve months after delivery of the product or, if such is required, after acceptance.
- The items delivered by us shall be inspected carefully immediately after delivery to the customer or to a third party designated by the customer. They shall be deemed to have been approved if a notice of defect is not received by us in text form immediately after delivery of the delivery item or, if the defect was not identifiable during the immediate, careful examination, immediately after discovery of the defect.
- In the event of defects, we shall be entitled, at our own discretion, to subsequent performance by remedying the defect or by delivering a defect-free delivery item. In the event of subsequent performance by rectification of the defect, up to three attempts at rectification are permissible within the bounds of what is reasonable. In the event of failure of the subsequent performance, the customer shall be at liberty to reduce the purchase price in accordance with the relevant statutory provisions or to withdraw from the contract.
- In the event of defects in the products of other manufacturers supplied by us which we are unable to remedy, we shall, at our discretion and without prejudice to our own liability for defects, assert our claims for defects against the manufacturers or suppliers of the standard software for the account of the customer or assign them to the customer.
- The liability for defects shall not apply if the customer modifies the delivery item or has it modified by third parties without our consent, unless the customer proves that the defects in question were not caused by this modification and that the modification does not make it impossible or unreasonably difficult to remedy the defects. In any case, the customer shall bear the additional costs of remedying the defect resulting from the change.
- If our recommendations for use or other instructions are not followed or if changes are made to the products without our consent, claims for defects shall be forfeited. This shall also apply if the goods are not stored properly by the customer or are exposed to unsuitable stress or improper influence. Minor deviations in weight, material and color of the goods due to technical reasons do not constitute a material defect.
- Warranty for defects is excluded in the sale of used products. Our liability for damages under the conditions set forth in clause VI point 2 shall remain unaffected in the sale of used products.

VI. Liability for damages

- Our liability for damages due to breaches of duty, regardless of the type and regardless of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, positive breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with points 2 to 7, insofar as fault is relevant in each case.
- We shall be liable for intent and gross negligence. In the event of simple negligence, we shall only be liable for damages arising from injury to life, limb and health and in the event of a breach of material contractual obligations, i.e. obligations whose fulfillment is essential to the proper performance of the contract and on whose fulfillment the customer regularly relies and may rely; in the event of a breach of material contractual obligations, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.
- In the event of liability for simple negligence, our liability to pay compensation for property damage and financial loss shall be limited to the amount covered by our product liability or public liability insurance. We are prepared to send the purchaser a confirmation of cover from the insurer on request.
- The above exclusions and limitations of liability shall apply to the same extent in favor of our executive bodies, legal representatives, employees and other vicarious agents.
- Insofar as we provide technical information or advice in the course of our business transactions and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be provided free of charge and under the exclusion of any liability.
- Claims for damages due to defects shall be time-limited to 1 year after delivery/service. This shall not apply if we or our vicarious agents can be accused of malice, intent or gross negligence or if the defect has led to injury to life, limb or health.
- Claims of the customer based on product liability or culpable injury to life, body or health shall remain unaffected by the above liability exemption or limitation clauses.

VII. Property rights

- If our goods violate industrial property rights (patents, copyrights, trademarks, etc.) of third parties, the customer must inform us immediately of any property right warnings. We reserve the right to defend or indemnify the customer against claims arising from infringements of industrial property rights and to legally enable the customer to use our goods or, if this should be economically unreasonable, at our discretion to avoid an infringement of industrial property rights by modifying or replacing our goods, or to take back the goods against reimbursement of the purchase price less compensation for use.
- If a claim is made against us for an infringement of property rights which is based on the fact that we have followed the customer's instructions, the customer shall indemnify us against all claims arising from the infringement and reimburse us for the expenses incurred in this connection, insofar as these were necessary or appropriate for the protection of our interests and rights.

VIII. Place of fulfillment, place of jurisdiction

- Place of fulfillment is Wasserburg am Inn.
- If the customer is a merchant, a legal entity under public law or a special fund under public law, the courts at our registered office shall have exclusive local jurisdiction for all disputes arising from or in connection with agreements concluded between us and the customer that are based on these GTC. However, we shall also be entitled, at our discretion, to bring an action at the customer's place of business.
- The law of the Federal Republic of Germany shall apply with the exception of the uniform UN Convention on Contracts for the International Sale of Goods (CISG).

IX. Partial nullity

- Should individual clauses be or become void or voidable, the validity of the remainder of the contract shall not be affected. The affected clauses shall then be interpreted or supplemented in such a way that their economic content is achieved as precisely as possible in a legally permissible manner. This shall apply mutatis mutandis to unplanned loopholes in the clauses which therefore require supplementation.