

GENERAL TERMS AND CONDITIONS FOR SALES OF GRÖMO GMBH & CO. KG

valid as of 01/01/2022

1. Scope, general points

1.1. Our General Terms and Conditions for sales (GTC) apply to all our business relationships with our customers where these are enterprises (section 14 of the German Civil Code - BGB), legal entities of public law institutions or special asset funds under public law within the meaning of Section 310 Chapter 1 BGB. They apply to the sale of movable items (goods) by us, regardless if the goods were manufactured by ourselves or procured from suppliers.

1.2. Our GTC apply exclusively to all business transactions between our customers and ourselves. We will not recognise General Terms and Conditions of the customer which contradict or deviate from our GTC unless we have expressly agreed, at least in text form, to their validity. Our GTC will also apply if we should perform without reservation for the customer even though we are aware of General Terms and Conditions of the customer which contradict or deviate from our GTC.

1.3. Unless otherwise agreed, our GTC in the version in force at the time of the order will apply as a framework agreement for future equivalent contracts without any requirement on our part to refer to them in every individual case.

1.4. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) will in any case take precedence over these GTC. Subject to proof to the contrary, the content of such agreements will be governed by a contract, at least in text form, or by our confirmation, which must at least be in text form.

1.5. The use of our brand names, logos or photos and representations of Grömo products on the Internet or in other electronic or digital communication networks or in the form of television or radio transmissions or in print media requires an additional agreement with us concerning such use, at least in text form.

2. Vertragsabschluss

2.1. Our offers are always subject to confirmation and non-binding. The order of goods by the customer represents a binding contract. The purchase contract will become effective only after we have sent an order confirmation in text form. The shipping of the goods or dispatch of the invoice will have the same legal effect in this regard as the dispatch of the order confirmation.

3. Prices, price adjustment, minimum order value

3.1. The prices in the current price list apply. The previous price lists will cease to apply with the publication of a new price list. Should we make an offer pursuant to section 2.1 the prices shown therein will apply.

3.2. If more than 4 months should elapse between the conclusion of the contract and delivery, and the market prices for raw materials, particularly zinc, copper and aluminium, should increase or decrease in this period, our price lists will apply, taking into consideration the current market prices for raw materials at the point of delivery. If this should result in an increase in the current total price of 20% or more above the original total price, the customer will have the right to withdraw from the contract. This right must be exercised immediately, at least in text form, after notification of the price increase.

3.3. In the case of an order value of less than €200.00 net, an additional processing fee of €30.00 net will be charged.

3.4. All prices are quoted "ex works" Marktoberdorf (EXW according to Incoterms 2020).

3.5. VAT at the statutory rate is not included in our prices. It will instead be shown separately on the invoice at the rate in force on the invoice date.

4. Delivery deadlines, impediments to delivery, urgent deliveries, partial deliveries, returning loaned pallets and packaging

4.1. Delivery is "ex works" Marktoberdorf (EXW according to Incoterms 2020). At the request and expense of the customer, we will ship the parts to another destination (sale by delivery to a place other than the place of destination). Unless otherwise agreed, we will be entitled to determine for ourselves the method of despatch (in particular the transport company, despatch route, packaging). A transport insurance policy can be concluded at the customer's request and expense.

4.2. Unless the delivery is to be carried out immediately, the delivery deadline will be announced in the order confirmation in accordance with clause 2.1. Should the customer be required to collaborate with us, the delivery period will not begin until the customer has fulfilled its obligations.

4.3. If a binding delivery date has been agreed, this deadline will be extended appropriately in the event of force majeure of any kind and of disruption to operations, traffic or dispatch, fire damage, floods, shortages of labour, energy, raw materials or auxiliary materials, lawful strikes and official decrees for which we cannot assume liability, or any other events for which we cannot assume liability which may impair, delay, prevent or render unreasonable production, dispatch or consumption. In such cases, we will inform the customer immediately and, at the

same time, provide a new anticipated delivery date. If the disruption should cause the delivery to be delayed by more than eight weeks, both parties will be entitled to withdraw from the contract. We will immediately reimburse the customer for any consideration previously paid by it. Other reasons for which we are not responsible within the meaning of the previous section include the failure on the part of our suppliers to deliver to us on time.

4.4. We are entitled to dispatch partial shipments. Any subsequent shipments will be sent carriage-free and without charge for packaging materials.

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4.6. Loaned pallets will be taken back free of charge by the commissioned haulage companies. The disposal of packaging material will be carried out by INTERSEROH Dienstleistungs GmbH. This company assumes responsibility on our behalf in Germany and Austria for the sorting and marketing of packaging for the purpose of recycling pursuant to statutory packaging laws.

5. Warranty, complaints, planning services and returns

5.1. In the event of material defects and defects of title (including wrong and short delivery as well as improper assembly or faulty assembly instructions), the rights of the buyer will be governed by the statutory provisions, unless otherwise stipulated below:

5.2. The basis of our liability for defects is above all the agreement reached on the quality of the goods. All product descriptions and details which are the subject of the individual contract or which were made public by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of the contract will be deemed to be an agreement on the quality of the goods. Insofar as the quality has not been agreed, the legal regulation will be used to assess whether or not a defect exists (Section 434 (1) sentences 2 and 3 BGB). However, we do not assume any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements) which the buyer has not pointed out to us as being decisive for its purchase.

5.3. Subject to clause 5.4., the customer's claims for defects presuppose that it has complied with its statutory obligations to inspect and give notice of defects (Sections 377, 381 HGB). Complaints on the grounds of recognisable defects, incorrect shipments or deviations from the agreed quantity must be reported to us immediately, at least in text form, and, at the latest, within fourteen calendar days of receipt of the goods. In the case of building materials and other goods intended for installation or further processing of some other kind, an inspection must always be carried out immediately prior to such installation or further processing. Concealed defects must be reported to us immediately, at least in text form, within fourteen calendar days of their discovery. If the customer should fail to properly inspect the goods and/or give notice of defects, our liability for any defect which has not been reported at all or in a timely manner or in the due form will be excluded in accordance with the statutory provisions.

5.4. For special productions, the customer must declare acceptance to us, at least in text form, immediately after delivery; in such a case, section 5.3 will not apply. We reserve the right to set the customer a suitable deadline for acceptance. If it is not possible for the customer to adhere to this deadline for reasons for which it is not responsible, a suitable subsequent deadline must be set. Failure by the customer to accept the goods within the aforementioned deadlines will be deemed equivalent to acceptance. Acceptance cannot be refused on the grounds of insignificant defects, particularly industry-standard deviations in respect of colour, weight and quantity. Should the customer fail to complain at the point of acceptance, it will no longer be entitled to submit complaints concerning defects which would have been recognisable at the point of acceptance.

5.5. The customer is not permitted to further process, install or sell goods in respect of which a defect complaint has been submitted or goods which have not been accepted until the complaint has been clarified or acceptance has taken place. We must be given the opportunity to choose either to inspect the affected goods on site or to have them returned to us.

5.6. Excluded from warranty are any defects/damage resulting from normal wear and tear, improper handling or use, misuse, faulty assembly or repair. The same applies to defects which only negligibly reduce the value of the goods or impair their suitability for use. In particular, tolerances customary in the industry, deviations in colour, weight and quantity as well as the consequences of natural weather influences do not constitute a defect. If we carry out planning or calculation services at the customer's request, especially for gutters, or make recommendations or offer advice, these will be non-binding and subject to correction. These must in any case be verified by an expert (architect, engineer, etc.).

5.7. In the event of justified and timely complaints, we will, at our discretion, either remedy the defect (rectification of defects) or deliver a defect-free item (replacement delivery) within the scope of subsequent performance. Subsequent performance does not include the removal or reinstallation of defective items which we were not originally obliged to install. Our right to refuse subsequent performance in accordance with the statutory conditions is not affected.

5.8. The buyer must give us the time and opportunity necessary for the subsequent performance owed and, in particular, hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer must return the defective item to us in accordance with the statutory provisions.

5.9. If a defect actually exists, we will, in accordance with the statutory provisions, bear or reimburse the costs necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs. Otherwise, we will be entitled to claim from the customer compensation for any costs arising from the unjustified request to remedy the defect (in particular inspection and transport costs), unless the absence of a defect was not apparent to the customer.

5.10. If subsequent performance should fail or a reasonable period to be set by the customer for subsequent performance expire fruitlessly or not be mandatory pursuant to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect (cf. section 5.6.), however, there is no right of withdrawal.

5.11. In all cases, the statutory special provisions will be unaffected in the event of the final delivery of unprocessed goods to a consumer, even if the consumer has further processed the goods (sections 445a, 445b, 478 BGB). Claims arising from supplier recourse will be excluded if the defective goods have been further processed by the customer or another entrepreneur, e.g. through installation in another product.

5.12. Warranty claims expire in five years; for specially marked products, the date of expiry is 12 months from receipt or acceptance of the goods.

5.13. The return of goods must be coordinated with us in advance for the purpose of efficient handling. Freight collect shipments and shipments of which we have not been notified in advance and to which we have not agreed will not be accepted.

6. Liability

6.1. If the customer should assert compensation claims, regardless of the legal reason, we will be liable only in the event of malicious intent or gross negligence, including malicious intent or gross negligence on the part of our representatives or vicarious agents.

6.2. However, we will be liable in accordance with the statutory provisions if we culpably violate an essential contractual obligation (an obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and should be able to rely); in this case, however, the liability for damages will be limited to the foreseeable, typically occurring damage

6.3. Liability for culpable damage to life, limb and health is unaffected in all cases; the same applies also to mandatory liability pursuant to the German Product Liability Act and to the extent that a defect was maliciously concealed or a warranty offered for the condition of the goods.

7. Payment, offset payments, right of retention, interest

7.1. In principal, payment is due immediately upon receipt of the invoice without any deductions. We reserve the right initially to require payment in advance or COD for shipments to unknown customers.

7.2. Payment by cheque is conditionally acceptable subject to the successful redemption thereof. Bills of exchange are not acceptable as means of payment.

7.3. The customer may offset payments to us against receivables owed to it only in the case of undisputed debts or debts which have been upheld by a final and absolute court ruling or in whose case a ruling is expected imminently. The same applies to the customer's right of retention. The reciprocal rights of the buyer in the event of defects to the goods are unaffected.

7.4. Late payment by the customer will entitle us in accordance with § 247 BGB to charge default interest in the amount of 9 % above the applicable base rate.

8. Retention of title

8.1. Items purchased will remain our property until all payments arising from the business relationship between Grömo GmbH & Co. KG and the customer have been received.

8.2. In the event of a breach of contract by the customer, especially default on payment, and after having set a reasonable deadline for payment, we will be entitled to take back the goods subject to retention of title. Taking back the goods will constitute our withdrawal from the contract. After the recovery of the goods, we will be permitted to dispose thereof, and the proceeds resulting from that disposal, less reasonable disposal expenses, will be offset against the customer's liability. The expense involved in returning the goods to us will be borne by the customer.

8.3. The customer must handle the merchandise subject to retention of title with care. It must sufficiently insure said goods at replacement value against fire and water damage and theft.

8.4. The customer has the right to resell the goods subject to retention of title in the course of its normal business activities, provided that it meets the obligations arising out of the business relationship with us in due time. However, it may not pledge the goods subject to retention of title or assign them by way of security. The customer hereby assigns to us here and now all of its claims and rights arising from the resale of the goods subject to retention of title, as well as those claims of the customer with respect to the goods subject to retention of title which may for other legal reasons be asserted against its own customers or third parties (especially claims from unauthorised actions or for insurance payments), including all balance claims from current accounts. We hereby accept the assignment. The customer may on its own account and in its own name collect for us the receivables assigned to us until such time as we revoke its authorisation to do so. Our right to collect these receivables ourselves is not affected by this; however, we will not assert the claims ourselves or revoke the direct debit authorisation as long as the customer duly meets its payment obligations. However, if the customer acts in breach of contract, we can require it to inform us of the assigned claims and the respective debtors, to notify the respective debtors of the assignment and to hand over to us all documents and provide us with all the information we need to assert the claims.

8.5. In the event of seizure of the goods subject to retention of title or other actions by third parties, the customer must inform those third parties of our ownership of those goods and notify us immediately, at least in text form, so that we can enforce our rights of ownership. Should the third party not be capable of reimbursing us for the court or out-of-court costs incurred in this context, the customer will be liable for any losses we sustain.

8.6. We hereby commit at the request of the customer to releasing the collateral due to us pursuant to the above provisions as and when the realisable value of the collateral held by us exceeds that of the receivables to be secured by more than 10%. The choice over the collateral to be released remains with us.

9. Place of fulfilment, place of jurisdiction, contractual language, partial invalidity

9.1. The place of fulfilment for all duties resulting from the contractual relationship is Markt-oberdorf.

9.2. If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special asset fund under public law, the exclusive and international place of jurisdiction is Markt-oberdorf, where our headquarters are located, for all disputes resulting directly or indirectly from the contractual relationship. We also have the right to open proceedings at the place of general jurisdiction of the buyer.

9.3. The law of the Federal Republic of Germany applies. International private law and the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.

9.4. Even if the customer is in possession of a non-binding translation of these GTC into another language, the German version alone will be authoritative.

9.5. Should the customer supply us with data related to persons, the data required to process the business transaction will be collected, processed, stored and passed on to other affiliated companies in the context of order processing and, if necessary, to partner and service companies. With regard to the detailed rules for processing data, we refer to our data protection regulations at https://www.groemo.com/en/data_protection

9.6. If individual provisions of these GTC or the business transaction should be or become invalid, the remainder of the provisions will be unaffected. Any invalid provision is to be replaced by that valid and permissible provision which most closely corresponds with the invalid provision in terms of its meaning and purpose.

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