

Article 1: Scope and Written Form

1.1 These General Terms and Conditions ("GTC") apply exclusively. They are applicable to entrepreneurs (as defined in Section 14 of the German Civil Code), legal entities under public law, and special funds under public law. Any terms and conditions of the customer that deviate from these GTC are not accepted by us unless we have expressly agreed to them in writing. Our GTC also apply even if we carry out the customer's order while being aware of the customer's deviating terms and conditions. In particular, these GTC apply to contracts for the sale and/or delivery of movable items ("goods"), regardless of whether we produce said goods ourselves or procure them from suppliers (Sections 433 and 650 of the German Civil Code).

1.2 The following apply to all contracts in this order:

- a. These General Terms and Conditions
- b. The statutory provisions

1.3 Any agreements made between us and the customer in connection with the contract, as well as all legally relevant statements and notifications of the parties (e.g., deadlines, notices of defects, withdrawal from the contract), must be submitted in writing, including text form (e.g., letter, email, fax). Where these GTC require statements to be made "in writing," this also includes text form. Verbal agreements or commitments made by our representatives or agents will only be binding upon written confirmation from us.

1.4 These GTC also apply to all future contracts with the customer.

1.5 Any references to the application of statutory provisions are for clarification purposes only. Such statutory provisions apply even without express mention, unless they are directly modified or excluded in these GTC.

Article 2: Offer, Order Confirmation, and Contract Documents

2.1 Our offers are non-binding. We may accept contractual offers from the customer within a period of four weeks. Acceptance is declared either in writing by order confirmation or by delivering the goods to the customer.

2.2 We retain ownership and copyright over all illustrations, drawings, calculations, and other files or documents provided to the customer, including those in electronic form. These may not be made accessible to third parties without our express written consent.

2.3 Product descriptions such as samples, brochures, catalogues, illustrations, drawings, weights, and dimensions are approximate unless expressly declared as binding in writing.

2.4 Cost estimates will be charged separately.

Article 3: Delivery, Transfer of Risk, Acceptance, and Default of Acceptance

3.1.1 Delivery shall be 'ex works', which is also the place of fulfilment for the delivery and any subsequent performance. At the customer's request and expense, the goods will be dispatched to another destination (sale to destination). Dispatch shall always be at the expense and risk of the customer, even in the case of delivery from a place other than the place of fulfilment. Unless otherwise contractually agreed, we are entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) ourselves. If the customer expressly requests it, we shall cover the delivery with transport insurance; the customer shall bear the costs incurred in this respect.

3.1.2 If delivery has been agreed, delivery shall be free roadside at the agreed unloading point. In this case, the customer is obliged to provide specialised personnel and any necessary technical equipment in good time. The customer must provide any necessary transport routes at his own expense. It is assumed that our vehicle can drive directly to the unloading site and be unloaded immediately. For installation services, supply connections, in particular for electricity and water, must be provided by the customer at the customer's expense. Chiselling, bricklaying and electrical work must be carried out by the customer. All preparations by the customer for carrying out the work must be completed before our employees arrive. If an agreed installation, assembly or commissioning is delayed through no fault of our own, the customer shall bear the additional costs incurred as a result, in particular the costs for waiting time and any additional travelling required by our personnel deployed for this purpose.

3.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over to the customer. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person or organisation designated to carry out the shipment. This shall also apply if we have contractually undertaken to bear the costs of despatch (e.g. through the 'free domicile' clause). Assistance by our employees during loading, transport or unloading shall not constitute a change to these transfer of risk regulations.

If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

3.3 If the customer is in default of acceptance, fails to co-operate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lump sum compensation of EUR 50.00 per calendar day starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch, but not exceeding 10% of the net purchase price.

Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum.

Article 4 Prices, terms of payment, liquidated damages, set-off and right of retention

4.1 Unless otherwise agreed, all prices are ex works, excluding freight, insurance, customs duties, agreed installation, foreign taxes, etc. plus the applicable value added tax.

4.2 In the case of sale by despatch (Art. 3.1.1 sentence 2), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

4.3 The price list valid on the date of the order shall apply to orders. If installation, assembly or commissioning has been agreed, the rates valid on the date of the order shall also apply. We reserve the right to adjust prices accordingly in the event of increases in material prices or wages between the date of order and delivery.

4.4 Unless otherwise agreed, invoices must be paid within 14 days of invoicing and delivery or acceptance of the goods. Upon expiry of the above payment period, the customer shall be in default even without a reminder. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default. Our claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.

Furthermore, we are authorised at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

4.5 If goods delivered by us are taken back without us being obliged to do so, these shall be credited to the customer as follows and offset against our outstanding claims, without prejudice to the assertion of claims for damages:

75% of the invoice amount up to one month after delivery

50% of the invoice amount up to three months after delivery

We and the customer reserve the right to prove a greater or lesser reduction in value in individual cases.

Returns outside the warranty period shall be made at the customer's expense. Art. 7 remains unaffected.

4.6 Insofar as we can demand compensation for damages instead of performance or we allow the order to be cancelled, a lump sum for damages of at least 15% of the order amount is agreed. However, the customer is entitled to prove that we have incurred no or significantly less damage as a result of the delay in payment, termination or cancellation.

4.7 We are not obliged to accept payment by cheque or bill of exchange. If we accept such cheques or bills of exchange, this shall only be on account of performance.

4.8 If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardised by the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of non-fungible goods (customised products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. If, after conclusion of the contract, we also become aware of circumstances for which the customer is responsible and which call his creditworthiness into question (e.g. default), we may declare the entire remaining debt, including from other invoices, due and payable. This shall also apply in the event of the prior acceptance of bills of exchange or cheques, which in such cases shall be returned against cash payment.

4.9 The customer shall only be entitled to set-off or retention rights insofar as his claim has been legally established or is undisputed or the counterclaim is based on the same contractual relationship. The above prohibition of set-off or exclusion of the right of retention shall not affect the customer's counter-rights in the event of defects in the delivery, in particular pursuant to Art. 6.5 sentence 2 of these GTC. Counterclaims are excluded.

Article 5 Delivery time, partial delivery, delay in delivery

5.1 Delivery periods or delivery dates shall be specified in writing and may be agreed as binding or non-binding, whereby the specified delivery periods or delivery dates shall be deemed non-binding in the absence of any other designation. Delivery periods shall commence upon conclusion of the contract, but not before all technical questions have been clarified. If no delivery periods have been agreed, delivery shall be made as quickly as possible.

5.2 The customer may request us to deliver six weeks after a non-binding delivery date or a non-binding delivery period has been exceeded. Upon receipt of the written request, we shall be in default if the legal requirements of § 286 BGB are met.

5.3 Even if a binding delivery date has been agreed or a binding delivery period has been exceeded, a written reminder from the customer after expiry of the binding delivery date or the binding delivery period is required for the occurrence of default in addition to the existence of the statutory requirements (§ 286 BGB).

5.4 Partial deliveries are permissible, insofar as reasonable for the customer.

5.5.1 Unless otherwise agreed, we shall not be responsible for delays in delivery due to force majeure or other circumstances for which we are not responsible, in particular traffic and operational disruptions, strike, lockout, shortage of raw materials, war.

5.5.2 If we are unable to deliver within the agreed delivery period under the conditions specified in clause 5.5.1, the delivery period shall be extended accordingly. The same shall apply in the event of late or incorrect delivery by third parties for which we are not responsible.

5.5.3 If an obstacle to delivery for which we are not responsible, in particular within the meaning of clause 5.5.1 and clause 5.5.2, persists beyond the delivery period

extended in accordance with clause 5.5.2, we shall be entitled to withdraw from the contract.

5.6 If we are unable to comply with the agreed delivery time, the customer shall be obliged to declare at our request within a reasonable period of time whether it still insists on delivery or whether, if the requirements are met, it will withdraw from the contract and/or demand compensation instead of performance. If the customer does not make a declaration, we shall be entitled to withdraw from the contract after the expiry of a reasonable period.

5.7 If we are in default of delivery, our liability for default shall be limited to a maximum of 5 % of the net price (delivery value) of the goods delivered late.

5.8 The rights of the customer pursuant to Art. 7 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment), shall remain unaffected.

Article 6 Claims for defects

6.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions), unless otherwise specified below. In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has further processed them (supplier recourse pursuant to §§ 478 BGB).

6.2.1 The basis of our liability for defects is above all the agreement reached on the quality of the goods. All product descriptions and manufacturer's specifications 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 conclusion of the contract shall be deemed to be an agreement on the quality of the goods. We accept no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).

6.2.2 The aluminium profiles used in the outstanding quality are surface-finished in accordance with DIN 17611 or the quality and test specifications for coating (GSB and VOA). Differences in colour and texture are unavoidable within the usual tolerances. The visual perception of the colour of metallic surfaces changes with even the slightest shift in the viewing angle. No claims can be made on this basis. The currently valid test criteria of the GSB and VOA associations are used for the visual assessment of the decorative appearance.

6.3 In principle, we are not liable for defects that the customer is aware of or is grossly negligent in not being aware of at the time the contract is concluded (§ 442 BGB). Furthermore, the customer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects (§ 377 HGB). Delivered goods must be inspected by the customer immediately after delivery, insofar as this is feasible in the ordinary course of business. In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later point in time, we must be notified of this in writing immediately, at the latest within 3 days. If the customer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions.

The customer shall not be released from his obligation to inspect the goods even in the event of recourse by the entrepreneur in accordance with § 478 BGB. If in such cases he does not immediately notify the defect asserted by his customer, the goods shall also be deemed to have been approved with regard to this defect.

6.4 If there is a defect, we shall be entitled to determine the type of subsequent fulfilment, taking into account the nature of the defect and the legitimate interests of the customer. Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected.

6.5 We are entitled to make the subsequent fulfilment owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.

6.6 The customer must give us the time and opportunity required for the subsequent fulfilment owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions. Subsequent fulfilment does not include the removal of the defective item or its reinstallation if we were not originally obliged to install it.

6.7 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions, if a defect actually exists. Otherwise, we may demand compensation from the customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the customer.

6.8 If the subsequent fulfilment has failed or a reasonable deadline to be set by the customer for the subsequent fulfilment has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of cancellation.

6.9 Claims by the customer for damages or compensation for wasted expenditure shall only exist in accordance with Art. 7, even in the case of defects, and are otherwise excluded.

6.10 The sale of used goods is subject to the exclusion of any warranty. Liability in accordance with Art. 7.2 and 7.3 remains unaffected.

Article 7 Other liability

7.1 Unless otherwise stated in these GTC including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

7.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event

of simple negligence, we shall be liable, subject to a milder standard of liability in accordance with statutory provisions, only

(a) for damages resulting from injury to life, body or health,

(b) for damages arising from the not insignificant breach of a material contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

In the case of Art. 7.2 sentence 2(b), our liability is excluded if the damage is insurable by an insurance policy to be taken out by the customer; notwithstanding this, our liability in the case of Art. 7.2 sentence 2(b) is limited to an amount of € 15,000.00.

7.3 The limitations of liability resulting from Art. 7.2 shall also apply in the event of breaches of duty by or in favour of persons whose fault we are responsible for in accordance with statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act.

7.4 The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of cancellation of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

7.5 There is a special provision in Art. 5.7 for damages caused by delay.

Article 8 Limitation period

8.1 Notwithstanding §§ 438 Para. 1 No. 3, 634a Para. 1 No. 1 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

8.2 However, if the goods are a building or an item that has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provisions (Sections 438 (1) No. 2, 634a (1) No. 2 BGB). Other special statutory provisions on the limitation period shall also remain unaffected (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB).

8.3 The above limitation periods shall also apply to contractual and non-contractual claims for damages by the customer which are based on a defect in the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, the customer's claims for damages pursuant to Art. 7.2 sentence 1 and sentence 2(a) and pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

Article 9: Retention of Title

9.1 We reserve title to the delivered goods until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims). This shall also apply if our claims have been included in a current invoice and the balance has been struck and recognized.

9.2 The customer is obliged to treat the delivered goods with care. The customer must carry out any necessary maintenance work in good time at his own expense. In particular, the customer is obliged to insure the delivered goods at its own expense against fire, water damage and theft at replacement value.

Unless otherwise agreed, the benefits from the insurance are to be used in full for the reinstatement of the object of purchase. If, in the event of serious damage, repair is waived with our consent, the insurance benefit shall be used to repay the purchase price and the prices for our ancillary services.

9.3 In the event of loss, destruction or damage to the goods subject to retention of title, the customer must inform us immediately and, upon first request, provide us with all damage documentation and assessment relating to the subject matter of the contract as well as all documents required to settle the claim with the insurance company.

9.4 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. In the event of seizures and other interventions by third parties, the customer must draw attention to our ownership and must inform us immediately in writing so that we can protect our rights (e.g. legal action in accordance with § 771 ZPO). The same shall apply in the event that an application has been made to open insolvency proceedings against the customer's assets. If the third party is not in a position to reimburse us for the costs incurred in this respect, the customer shall be liable for the loss incurred by us.

9.5 If the customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods does not at the same time include the declaration of cancellation; we are rather entitled to merely demand the return of the goods and reserve the right to cancel the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

9.6 The customer is entitled to resell and utilise the goods subject to retention of title in the ordinary course of business until revoked in accordance with Art. 9.6.3. In this case, the following provisions shall apply in addition.

9.6.1 The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

9.6.2 The customer hereby assigns to us as security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer stated in Art. 9.4 shall also apply in consideration of the assigned claims.

9.6.3 The customer shall remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer fulfils his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with Art. 9.5. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the customer's authorisation to resell and process the goods subject to retention of title.

9.6.4 If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

Article 10: Exhibition Goods

Trade fair and exhibition items, as well as sales promotion materials provided to the customer, remain our property. The customer is liable for any damage to such items.

Article 11 Place of fulfilment, applicable law, place of jurisdiction

11.1 The place of fulfilment for all services arising from the contract and these GTC is DE-73230 Kirchheim unte Teck.

11.2 The contract and these GTC shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

11.3 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is DE-73230 Kirchheim unter Teck. The same applies if the customer is an entrepreneur within the meaning of § 14 BGB. In all cases, however, we are also entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTC or an overriding individual agreement or at the customer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

Article 12: Severability Clause

If any provision of the contract or these GTC is or becomes invalid, the validity of the remaining provisions shall not be affected.

Article 13: Data Protection

Information on data protection can be found on our website at <https://www.groke.de/en/data-protection.html>

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