

## General Terms and Conditions for Sales

### I. Scope of application, form

1. These General Terms and Conditions apply to all our business relationships with our customers. Deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions. These General Terms and Conditions shall be deemed to have been accepted at the latest upon delivery of the goods or provision of the service, including for future business relationships, without us having to refer to them again separately. Deviating general terms and conditions and confirmations of the customer are hereby expressly rejected. These shall only become part of the contract if they are expressly agreed to in writing in individual cases.
2. Amendments or supplements to these General Terms and Conditions of Business must be made in writing. This also applies to a waiver of the above written form requirement.

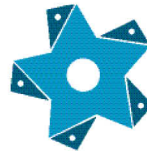
### II. Offers

1. Our offers are non-binding and subject to change. The order placed by the customer shall be deemed a binding contractual offer. Orders are accepted by dispatch of the goods or by our written confirmation.
2. Any changes requested by the customer to our order confirmation shall only become part of the contract in the event of our express written confirmation.

### III. Payment

1. Unless otherwise agreed, the prices quoted by us are net prices ex works, excluding packaging, cash discount and VAT.
2. We are entitled to adjust the prices if cost centers relevant for the price calculation or costs necessary for the provision of services (e.g. raw material costs) increase.
3. Unless otherwise agreed, the payment period shall be 14 days 2%, 30 days net from transfer of risk and invoicing.
4. We are entitled to demand partial or advance payments from the customer for partial services rendered.
5. A limitation period of 5 years after the due date shall apply to our claims, unless a longer limitation period applies by law.





6. The customer is only entitled to offset if the counterclaim is undisputed or has been legally established.
7. Default in payment shall bear interest at 9 percentage points above the applicable statutory prime rate.

#### **IV. Delivery and delivery times**

1. The delivery period shall be agreed individually or specified by us upon acceptance of the order.
2. In the event of force majeure, e.g. war, acts of terrorism, riots, cyberattacks or similar events beyond our control (e.g. strike, lockout) as well as late/contractual delivery to us and other circumstances for which we are not responsible, the agreed delivery period shall be extended accordingly.
3. Delivery shall be ex warehouse, unless otherwise agreed.

#### **V. Retention of title**

1. The objects of the deliveries shall remain our property until all our claims against the customer arising from the business relationship have been fulfilled.
2. The customer is permitted to process the reserved goods in the ordinary course of business or to mix or combine them with other items.
3. In the event of seizure, confiscation or other dispositions or interventions by third parties, the customer must inform us immediately and draw attention to our ownership. If a legitimate interest is substantiated, the customer must immediately provide us with the information required to assert his rights against the customer and hand over the necessary documents.
4. In the event of breaches of duty by the customer, in particular default of payment, we shall be entitled to withdraw from the contract in addition to taking back the goods after the unsuccessful expiry of a reasonable deadline set for the customer; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer is obliged to surrender the goods. The taking back or assertion of the retention of title or the seizure of the reserved goods by us shall not constitute a withdrawal from the contract unless we have expressly declared this.

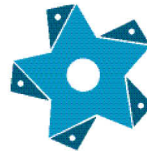
#### **VI Assignment**

The transfer of rights and obligations arising from the business relationship with our customers requires our prior written consent.

#### **VII. Warranty**

1. Warranty claims require the complete fulfillment of the obligations incumbent on the customer according to § 377 HGB.



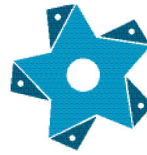


2. If the delivered items are defective at the time of transfer of risk, we shall - at our discretion - replace or repair them free of charge.
3. Claims for defects shall not exist in the event of only insignificant deviations from the agreed quality, only insignificant impairment of usability or natural wear and tear, or in the event of defects resulting from unsuitable or improper use or storage, incorrect assembly or commissioning or in the event of other circumstances for which we are not responsible.
4. Warranty claims against us shall expire 12 months from the date of delivery, unless otherwise stipulated below.
5. Claims of the customer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded if the expenses increase because the object of the delivery has subsequently been taken to a place other than the customer's branch office, unless the transfer corresponds to its intended use.
6. The customer's right of recourse against us in accordance with § 478 BGB (recourse of the entrepreneur) exists insofar as the customer has not made any agreements with his buyer that go beyond the statutory claims for defects. No. 8 shall also apply accordingly to the scope of the customer's right of recourse against us pursuant to § 478 para. 2 BGB.

### VIII. Compensation, liability

1. Any liability for claims for damages by our customers arising in connection with our services/goods is excluded, unless liability is otherwise regulated in these terms and conditions.
2. In cases of simple negligence, we shall only be liable for the breach of material contractual obligations (cardinal obligations). In such cases, our liability shall be limited to the foreseeable damage typical of the contract. Claims for damages by the customer against us that are based on contractual penalty claims or other regulations that go beyond the statutory warranty are not foreseeable and typical for the contract in the above sense.
3. The aforementioned limitation of liability or the aforementioned exclusion of liability in accordance with subsections 1 and 2 above shall not apply to damages resulting from culpable injury to life, limb or health. We shall also be liable without limitation for other damages if they are based on an intentional or grossly negligent breach of duty by us. Our liability under the Product Liability Act is also unlimited if the claimant proves that the defect was caused within our sphere of responsibility. Claims based on liability in the cases specified in this Section VIII.3. are subject to the statutory limitation period.
4. The above exclusions and limitations of liability shall apply to the same extent in favor of our legal representatives, employees and other vicarious agents.





## **IX. Resignation**

We reserve the right to withdraw from the contract if we become aware of circumstances after order confirmation and before delivery which affect the customer's financial circumstances and as a result of which our claims no longer appear to be sufficiently secured.

## **X. Place of performance, place of jurisdiction and applicable law**

1. The place of performance is the registered office of our company.
2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Traunstein, provided the customer is a merchant. We are also entitled to take legal action at the customer's general place of jurisdiction.
3. This contract, including its interpretation, shall be governed exclusively by German law to the exclusion of the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
4. If a third party abroad asserts a claim against us for compensation for personal injury and/or damage to property due to a product defect or due to an infringement of property rights, we may, at our discretion, take the necessary procedural steps at the relevant foreign place of jurisdiction to enforce any claims for indemnification or recourse against the customer if this claim is connected with a delivery made by us to the customer.

## **XI. Final provisions**

If individual provisions of the contract or provisions of these General Terms and Conditions are invalid in whole or in part, the statutory provisions shall apply. The remaining provisions of these General Terms and Conditions shall remain in force.



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