

## **General Terms and Conditions Grün Pumpen GmbH**

### **1. General**

1.1 (Contradictory clauses, conditions, written form, additional agreements) These Terms & Conditions apply for this contract; other conditions are not part of the contract even if not expressly gainsaid by Grün Pumpen GmbH. Customers may only refer to additional agreements before and on conclusion of the contract if these are in writing. The comments printed and annexed to the price list are also part of these Terms & Conditions.

1.2 (Modifications reserved, data protection) Our offers are subject to change; we reserve the right to make technical improvements to our products. Data which is required to process orders will be stored on IT equipment.

1.3 (Offsetting or retention of invoices) Offsetting or retention of invoices by customers is only permissible for undisputed or legally allowed counterclaims.

1.4 (Urgent or small orders) For deliveries within 8 days or order value up to € 500.00 the order confirmation also acts as the invoice (attached copy).

1.5 (Place of performance, court of jurisdiction, applicable law) Place of performance is our premises in Wertheim, court of jurisdiction is either Wertheim or the relevant court for the premises of the customer. German law shall apply; the Uniform Law on the International Sale of Goods (CISG) is excluded.

### **2. Risk, remittance costs**

2.1 The customer shall bear the risk when the goods leave our factory, even if we are responsible for forwarding, export or installation.

2.2 The customer shall assume all forwarding, packaging and insurance costs.

2.3. For call orders the total order must be accepted within 12 months, although we may deliver the remaining quantity to the customer after this period.

### **3. Delivery dates, delay, damages for delay**

3.1 Delivery deadlines are quoted ex works. They are calculated after clarification of all technical questions that have not been resolved when signing the contract, after receipt of all documentation to be provided by the customer such as drawings and licences and/or down payments to be made and production releases.

3.2 Force majeure, strikes outside our sphere of responsibility, lockouts, disruption to operation, supply problems and/or delayed/defaulted deliveries by upstream suppliers shall extend the delivery date by the period of such delays. The same shall apply to additional or modified orders made by the customer.

3.3 A delay in delivery on our part presupposes a reminder by the customer with an appropriate extension period.

3.4 We are liable for the consequences of delays only in the case of intent or gross negligence. Our liability is limited to damages typically foreseeable by us at the time of signing the contract. The customer shall inform us immediately of impending consequences of delay in writing.

### **4. Prices, payment modalities, security deposit**

4.1 Our prices are quoted without VAT ex works. If more than 4 months pass between conclusion of the contract and delivery we may demand an appropriate price increase according to Article 315 German Civil Code on equitable discretion which shall correspond to the increased costs borne by us until delivery.

4.2 Invoices are due without discount – unless agreed otherwise in writing. Bills of exchange and cheques are accepted only on account of performance and the costs shall be borne by the customer.

4.3 For delayed payments and/or justified doubt of the creditworthiness of the customer we may require prepayment for each single delivery or a security deposit to the amount of the invoice.

## **5. Retention of title, assignment in advance**

5.1 The delivered product shall remain our property until complete and unlimited payment has been made. Should we have further claims against the customer, the retention of title shall remain until these are also settled.

5.2 The customer may only resell goods with retention of title– in the due course of business – if he does not assign, pledge or otherwise encumber his claims from resale.

5.3 The customer may not merge goods with retained title with other things to which third parties have a legal claim. However, should goods with retention of title nevertheless become part of a new (composite) entity by combination with other objects, we shall also become direct co-owners of these pro rata even if they are considered to be the principal. Our co-ownership ratio is determined by the ratio of the invoice value of the goods with retained title to the value of the new composite object at the time of their combination.

5.4 The customer shall assign to us any claims against his customer arising from the sale of goods with retention of title (Clause 5.1) and/or newly created composite objects (Clause 5.3) to the amount of our invoice for the goods with retention of title in advance as security. As long as the customer does not default on payment for goods with retention of title, he may collect the assigned claims in the due course of business. However, he may use the pro rata revenue only for payment to us of the goods with retention of title.

5.5 At the request of the customer we shall release sureties at our discretion whenever and insofar as the nominal value of the securities shall exceed 120 % of the nominal value of our open claims against the customer.

5.6 In the case of default we are entitled to withdraw from the contract, to require the return of the goods with retention of title still in the customer's possession and to collect the assigned claims ourselves.

In order to determine our rights we have the right to allow all documents/accounts of the customer pertaining to our goods with retention of title to be examined by a person bound to professional discretion.

## **6. Claims for defective goods and claims for compensation**

6.1 We are liable for the fact that the delivered products are free from defects on transfer of risk. The due quality, durability and utilisation of the delivered products is determined exclusively by the specification, product description and/or instructions for operation agreed in writing. Details beyond this, in particular those agreed in preliminary negotiations, advertising and/or industrial standards referred to shall only become an integral part of the contract with express written agreement.

If the customer wishes to use the delivered products for other purposes than those agreed, he must verify carefully their suitability and reliability on his own responsibility. We exclude liability for such utilisation not expressly confirmed by us in writing.

With regard to material or construction regulations of the customer, we shall not be liable for the suitability or reliability of the materials or construction and therefore do not have a particular responsibility to verify the same.

6.2 Our liability for defects is always limited to supplementary performance. Supplementary performance is, at our discretion, resolution of the defects or delivery of goods free from defects. Further claims for defects shall apply only in the case of refusal, impossibility or failed supplementary performance.

6.3 The customer must carefully check the delivered goods immediately on receipt – also with regard to product safety – and to contest apparent defects immediately in writing, hidden defects immediately on their identification. Transport damage must be reported immediately by the customer to the bearer. If the customer does not observe this obligation to check and contest defects, this shall exclude claims of the customer based on defective goods.

6.4 Furthermore we shall not be liable for the consequences of inappropriate handling, utilisation, maintenance and operation of the delivered goods by the customer or his assistants nor for usual wear. This also applies in particular to the results of chemical, electrochemical or electric influences and non-observance of our instructions for use.

6.5 We shall only be liable for damages due to material damages or pecuniary loss in the case of intent or gross negligence. We shall only be liable for material damage and pecuniary loss for the products delivered if the customer advises us at the conclusion of the contract of a possible risk and we assume a special obligation to meet claims to this effect. Our liability is therefore limited to typical damages foreseeable by us at the time of conclusion of the contract.

6.6 Claims for defective goods against us shall expire within one year of delivery of the goods to the customer. The same shall apply to claims arising from the violation of secondary obligations and/or damages for material damage and pecuniary loss which did not occur directly to the goods delivered. **If our goods are delivered to a private consumer as new goods within the delivery chain, the legal period for expiration of claims according to Paragraph 479 German Civil Code shall apply with regard to recourse actions.**

## **7. Industrial property rights, non-disclosure**

7.1 We reserve ownership and all industrial property rights and copyrights for our designs, samples, images, cost estimates or offers, even if the customer assumes the costs for design etc. The customer may only use the designs etc. in the manner agreed with us. He may not produce the goods or allow them to be produced by third parties without our written agreement.

7.2 If we deliver products according to the customer's designs, he shall be liable to us that their production and delivery shall not infringe on industrial property rights and other rights of third parties. He shall make good all damages arising from such infringements of rights.

7.3 Moulds, tools or other devices produced or provided by us shall remain our property even in the customer assumes all or part of the costs.

7.4 All non-manifest information which the customer may acquire in his dealings with us shall be held confidential vis-à-vis third parties.