

Terms & Conditions

Greinert & Glatt GmbH (hereinafter G&G) General Terms and Conditions of Sale, Delivery and Payment (GTC)

§ 1 General , scope

- (1) The following Terms and Conditions are a component of the contract concluded with us.
- (2) Our General Terms and Conditions of Sale apply, as amended in their most recent version, including for all subsequent transactions, during the conclusion of which there is no requirement that they be expressly referred to or agreed. They apply only to consumers within the meaning of § 310 (1) German Civil Code.
- (3) We hereby repudiate counter-confirmations, counter-offers, or other reference by the purchaser to its terms and conditions; conflicting conditions of the purchaser apply only if they have been confirmed in writing by us.
- (4) In individual cases individual agreements concluded with the purchaser (including collateral agreements, additions and amendments) take precedence in every case over these GTC. Subject to counterproof, a written contract or our written confirmation is definitive for the content of such agreements.
- (5) Legally relevant declarations and notifications by the purchaser with reference to the contract (for example, setting deadlines, notice of defects, withdrawal, etc.) must be issued in textual form. Statutory formal requirements and other supporting documents, in particular in the case of doubt about the authenticity of the declaring party, remain unaffected.
- (6) The purchaser may assign claims arising from legal transactions concluded with us only with our express approval.

§2 Offers ; orders

- (1) Our offers are always without obligation, in particular with regard to quantity, price and delivery period.
- (2) By clicking the "Confirm" button the purchaser submits a binding offer to purchase the goods in the shopping cart. However, the offer can be submitted and transmitted only if the purchaser accepts these Business Terms and Conditions by clicking the button, "I am a commercial consumer and have read and accepted the General Terms and Conditions of Business" and thus has included them in his offer.
- (3) G&G then sends the purchaser an automatic acknowledgement of receipt by e-mail. The automatic acknowledgement of receipt only documents that the purchaser's order has been received by G&G and does not represent acceptance of the offer.
- (4) The contract does not come into existence until delivery is made or the order confirmation is faxed or e-mailed by G&G.

§3 Prices , payment terms

- (1) Our prices are understood to exclude value added tax in effect on the date of delivery and shipping costs, listed separately.
- (2) If additional or increased dues, in particular customs duties, import levies, currency adjustment, are incurred, we are entitled to increase the agreed purchase price accordingly. The same shall apply to examination fees.
- (3) Unless otherwise agreed in writing, we deliver solely by advance payment. Payment must be made using the payment methods offered.

(4) The deduction of discount is not permitted.

(5) If it becomes evident on conclusion of the contract (e.g. by virtue of an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardised due to lack of solvency on the part of the purchaser, in accordance with the statutory provisions we are entitled to refuse performance and, where applicable, on setting a deadline, to withdraw from the contract (§ 321 German Civil Code).

§4 Shipping ; delivery

(1) Unless otherwise agreed, delivery periods are non-binding. Binding agreed delivery deadlines are deemed to have been complied with, if the goods have been handed over to the freight forwarder on the agreed date.

(2) The goods always travel uninsured and in every case at the purchaser's risk. This applies also to carriage paid delivery and irrespective of the means of transport used. A transport or goods insurance policy shall only be concluded between G&G and purchaser on express agreement. The purchaser alone bears the costs arising therefrom.

(3) In the absence of written agreement to the contrary, the place of dispatch, transport routes and means of transport are chosen by us to the best of our judgement; we accept no liability for using the cheapest and fastest transport.

(4) We are entitled to commensurate partial shipment.

(5) Our duty to deliver is always subject to timely delivery in due form to us.

(6) Hindrances to delivery by reason of force majeure or by virtue of unforeseeable events beyond our control such as interruptions in operations, strikes, lock-outs, governmental orders, the subsequent loss of export or import opportunities and our reservation on delivery to us pursuant to (5) above release us from our obligation to comply with any agreed delivery or unloading times for the duration and the scope of their effects. They also entitle us to withdraw from the contract, without the purchaser deriving damages or other claims therefrom.

(7) If an agreed delivery or unloading time is exceeded, without the occurrence of a hindrance to delivery pursuant to (6) above, the purchaser must grant us in writing a reasonable grace period of a minimum of two weeks. If we also culpably fail to comply with this grace period, the purchaser is entitled to withdrawal from the contract, however not to assert claims for compensation in damages arising from non-fulfilment or delay, unless culpable intent or gross negligence can be attributed to us. Provided the delay in delivery does not rest on a culpably intentional breach of contract attributable to us, our liability for compensation in damages is limited to foreseeable, typically occurring loss.

§ 5 Passing of risk

(1) All risks pass to the purchaser on the transfer of the goods to a forwarder. This also applies if G&G has accepted services such as transport costs or carriage.

(2) G&G ensures proper transport packaging and appointment of a freight forwarder. G&G is not subject to more extensive obligations with respect to the shipping of the goods.

§6 Duty of inspection and notice of defects

(1) On delivery at the agreed place of destination or in the case of collection by customer the purchaser is obliged to immediately

a) examine the goods for number of items, weights and packaging and to note any complaints in this area on the delivery note or bill of lading, and

b) undertake as a minimum on a random basis a representative quality control and for this purpose to open the

packaging (cartons, bags, tins, foil, etc.) to an appropriate extent and to check the goods themselves for external properties and condition.

(2) In complaints related to any deficiencies the purchaser must comply with the following forms and deadlines:
a) The complaint must be made by the end of the working day on which the goods were delivered to the agreed place of destination or hand-over. In the case of complaints related to a hidden defect which despite an initial investigation in proper form pursuant to (1) above have remained undiscovered, a regulation as to deadlines by which the complaint must by way of derogation be made by the end of the working day following the discovery of the defect, not later however than within two weeks of delivery or hand-over of the goods.

b) The complaint must be received by us in textual form within the aforesaid deadlines. A telephone complaint related to defects is not sufficient.

c) The type and extent of the alleged defect must be clearly stated in the complaint.

d) The faulty goods must be kept in readiness at the place of examination for inspection by us, our supplier or an expert appraiser assigned by us.

(3) Compliance with respect to number of items, weights and packaging of the goods are excluded if the note required on the delivery note or bill of lading or receipt of delivery required by (1) (a) above is missing. Furthermore, any claim whatsoever is excluded as soon as the purchaser mixes, further uses, sells the goods delivered, or has begun their adaptation or processing.

(4) Goods for which complaints have not been made in due form and time are deemed to have been approved and accepted.

(5) For goods in the conditions -NEW-, -RFUR- and -USED-, which were purchased via the Conrad Marketplace (goods there marked as "Refur"/"Refurbished"), G&G grants buyers a 14-day right of return. The shipping costs are borne by G&G.

§7 Warranty ; limitation of liability

(1) In the case of materially justified complaints asserted in due form and time, the purchaser has the right to require supplementary performance in the form of remedying the defect or delivery of a new item, free of defects. In place of remedy the purchaser is also entitled to demand a reduction in the purchase price, however subject to our right to instead take back the defective goods against refund of the purchase price.

The purchaser must grant us the time and opportunity required for the supplementary performance due, in particular for the submission of the goods the complaint relates to for inspection purposes.

In the case of unjustified requests to remedy defects, we are entitled to require reimbursement from the purchaser of the costs incurred, in particular inspection and transport costs, unless it was impossible for the purchaser to identify the absence of the deficiency.

(2) The purchaser is not entitled to more extensive rights and claims. In particular we are not liable to pay the purchaser damages for non-performance or improper performance unless the goods delivered by us lacked a feature expressly guaranteed by us or culpable intent or gross negligence applies on our part. Provided the defect does not rest on a breach of contract attributable to us, our liability for damages is limited to the foreseeable, typically occurring loss.

Insofar as the liability of G&G is excluded or limited by virtue of the foregoing provisions, this shall apply also to the personal liability of clerical staff, workforce, employees, representatives and vicarious agents of G&G.

(3) Software products, batteries and wear items are excluded from warranty.

(4) No warranty rights are derived in the case of improper operation or use of the goods, in particular operation with the incorrect type of current or voltage, in the case of fire, lightning strike, humidity or explosion.

(5) The right of the purchaser to assert warranty claims lapses within one year from acceptance of the goods by

the customer. The foregoing statute of limitations applies also to contractual and non- contractual claims for compensation in damages by the purchaser which rest on a deficiency in the goods, unless in the individual case the application of the normal statutory statute of limitations (§§ 195, 199 German Civil Code) shall result in a shorter time-bar. Claims for compensation in damages by the purchaser in accordance with § 7 (2) and in accordance with the Product Liability Act are time- barred solely in accordance with the statutory limitation periods.

(6) Goods must be returned in proper, shock-proof packaging. Returned goods must be accompanied by a short description of the defect.

§8 Retention of title

(1) The goods delivered by us remain our property until the purchaser has settled all claims arising from the business relationship, including balance claims from current accounts and claims arising from refinancing or return bills.

(2) The purchaser is entitled to sell on the goods delivered by us in the ordinary course of business. The entitlement hereby granted expires in particular in the cases listed in § 7 (4) above. Moreover, we are entitled to revoke the purchaser's authority to resell by written declaration, if it defaults in the fulfilment of its obligations towards us and in particular falls into arrears with its payments or other circumstances become known, which cast doubt on its credit-worthiness.

(3) The restrictions in (2) above apply accordingly to the purchaser's right to process the goods delivered by us. Processing confers on the purchaser no title to the items manufactured in whole or in part; the goods are processed free of charge exclusively for us as the manufacturer within the meaning of § 950 German Civil Code. Nonetheless, should our retention of title expire by reason of any circumstances, the purchaser and we hereby agree that ownership in the items passes to us on processing, we accept the assignment and the purchaser remains the depositary of the goods free of charge.

(4) If our goods subject to retention of title are processed or inseparably mixed with goods, which are still in third-party ownership, we are granted joint ownership in the new items or mixed stock. The extent of the joint ownership arises from the relationship of the invoice value of the goods subject to retention of title delivered by us to the invoice value of the remaining goods.

(5) Goods in which we acquire title or joint ownership pursuant to the foregoing (3) and (4) as well as goods subject to retention of title pursuant to the foregoing (1) are deemed to be goods subject to retention of title within the meaning of the following provisions.

(6) The purchaser hereby assigns to us the claims arising from selling on the goods subject to retention of title. Claims arising from selling on the goods include also the claim against the bank, which has opened or confirmed a letter of credit in favour of the purchaser (= reseller) as part of the resale. We hereby accept this assignment. If the goods subject to retention of title are processed products or mixed stock which in addition to goods delivered by us include only those objects which were either the property of the purchaser or have been delivered to it by third parties subject to what is known as non-exclusive retention of title, the purchaser shall assign to us the entire claim arising from the resale of the goods. In the other case, that is, in the case where assignments of future claims to us and other suppliers coincide, we are entitled to a fraction of the proceeds from the sale and namely in accordance with the relationship of the invoice value of our goods to the invoice value of the other processed or mixed goods.

(7) Insofar as our claims are secured unequivocally in total by the foregoing declared assignment or reservation at more than 125%, the surplus of outstanding accounts or the goods subject to retention of title shall at our discretion be released on request of the purchaser.

(8) The purchaser is authorised to collect the outstanding accounts arising from the resale of the goods. This direct debit authorisation ceases to apply, if the purchaser ceases to engage in business practice in accordance with the regulations within the meaning of the provision in § 8 (4). Moreover, we are entitled to revoke the purchaser's direct debit authorisation if it defaults in the fulfilment of its obligations towards us and in particular falls into arrears with its payments or other circumstances become known which cast doubt on its credit-

worthiness. If the direct debit authorisation expires or if it is revoked by us, the purchaser must at our request immediately notify the debtors of the assigned claims and provide us with the information and documentation required for collection.

(9) In the case of seizure by third parties of our goods subject to retention of title or the outstanding accounts assigned to us, the purchaser is obliged to advert to our title/our right and to notify us immediately. The costs of an intervention shall be borne by the purchaser.

(10) In the case of conduct contrary to the contract, in particular default of payment, the purchaser is obliged on our first demand to surrender to us the goods subject to retention of title still in its possession and to assign to us any claims of restitution existing against third parties by virtue of the goods subject to retention of title. Redemption and seizure by us of the goods subject to retention of title does not imply withdrawal from the contract.

(11) In the cases in § 8 (4) we may require that the purchaser notify us of the claims arising from resale and assigned to us pursuant to § 9 (6) and notify us of the debtors of these claims. Subsequently, we are entitled at our discretion to disclose the assignment.

§9 Place of performance , court of jurisdiction , applicable law , final clauses

(1) Place of performance is the registered office of G&G.

(2) Court of jurisdiction, including the international court of jurisdiction for all disputes arising directly or indirectly from this agreement is D-78234 Engen. However, we are entitled to bring an action against the purchaser at its place of general jurisdiction.

(3) The law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, applies to the entirety of the contractual relationship between G&G and the purchaser. International sales law is excluded. This also expressly applies to the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(4) The nullity of individual provisions of these General Terms and Conditions of Sale does not affect the validity of the remaining provisions. Invalid provisions are deemed to have been replaced by those valid provisions, which come closest in law to the implementation of the commercial purpose of the provision, which has ceased to apply.

Status: 06.2025