



General Terms and Conditions

General Terms and Conditions for use vis-à-vis entrepreneurs, legal entities under public law and special funds under public law (hereinafter referred to as "Customer").

All agreements, offers and deliveries are made exclusively on the basis of these terms and conditions. They therefore also apply to future business relationships, even if they are not agreed separately. Deviating, conflicting or supplementary general terms and conditions of the customer shall not become part of the contract, even if we are aware of them, unless their validity is expressly agreed to in writing.

§ 1 Supply contract

- Our offers are subject to change. We reserve the right to make technical changes and changes in shape, colour and/or weight within reasonable limits.
- Dimensions, weights, illustrations and drawings as well as the information and illustrations contained in brochures and catalogues are only binding if this has been expressly agreed in writing.
- By placing an order for goods, the customer makes a binding declaration that he wishes to purchase the goods ordered. We are entitled to accept the contractual offer contained in the order within two weeks of receipt. Acceptance can be declared either in writing or by delivery of the goods to the customer.
- If the customer orders the goods electronically, the text of the contract will be saved by us and sent to the customer by e-mail on request, together with these General Terms and Conditions.
- The quality of the goods shall be based exclusively on the agreed technical delivery specifications. If we have to deliver according to drawings, specifications, samples, etc. of our customer, the customer assumes the risk of suitability for the intended purpose. The time of the transfer of risk is decisive for the contractual condition of the goods. In this respect, we are only liable for proper processing.

§ 2 Delivery period

- Delivery deadlines are only binding if they are expressly designated by us as binding and confirmed in writing.
- The delivery period begins with the dispatch of the order confirmation, but not before the customer has provided any documents, authorisations and approvals that may be required and not before receipt of an agreed advance payment. If technical ambiguities or errors in the customer's order or drawing documents subsequently become apparent, the delivery period shall begin anew once these have been rectified.
- The delivery deadline shall be deemed to have been met if readiness for dispatch has been notified by the time it expires or the delivery item has left the factory.
- Partial deliveries are permissible within the delivery periods specified by us, provided that this does not result in disadvantages for use.
- If non-compliance with the delivery time is due to force majeure, labour disputes or other events beyond our control, the delivery time shall be extended accordingly. We shall inform the customer of the beginning and end of such circumstances as soon as possible.
- The conclusion of the contract is subject to correct and timely delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular if a congruent hedging transaction is concluded with our supplier.
- All stated delivery, installation and completion times as well as any deadlines are estimates only and cannot be guaranteed.
- Individual products may not be available or deliverable in the future due to the corona crisis. This constitutes a reason for delay through no fault of our own, which extends the project/order without giving rise to any further claims or rights. Certain products are therefore generally not guaranteed; comparable products can also be supplied or used. On request, we will inform you about possible replacement products.

§ 3 Remuneration

- Unless otherwise agreed, prices are ex works, i.e. plus a flat rate for shipping costs, plus statutory VAT.
- The invoice amount is payable net without deduction 30 days after the invoice date.
- If the customer is in default of payment, he shall pay interest on the debt at a rate of 8 percentage points p.a. above the base interest rate for the duration of the default. We reserve the right to prove or claim higher damages caused by default.
- The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship, has been recognised by declaratory judgement or is undisputed. He shall only have a right of set-off if his counterclaims have been recognised by declaratory judgement or are undisputed.
- Non-compliance with agreed terms of payment as well as circumstances which only become known to us after conclusion of the contract and give us reason to fear that the customer will not pay on time shall entitle us to demand immediate provision of security for all claims arising from the delivery contract irrespective of the due date and to suspend work on the delivery item until the security has been delivered.
- Prices quoted are subject to change between the date of this quotation and the date of order placement. We will make every reasonable effort to inform you of any price changes during the validity of this quotation and otherwise confirm the final price for acceptance immediately prior to placing the order.

§ 4 Confidentiality

- Each contracting party shall use all documents (including samples, models and data) and knowledge obtained through the business relationship only for the jointly pursued purposes and shall keep them secret from third parties with the same care as its own corresponding documents and knowledge if the other contracting party designates them as confidential or has an obvious interest in keeping them secret.
- This obligation shall commence upon initial receipt of the documents or knowledge and shall continue beyond the end of the business relationship. The obligation shall not apply to documents and knowledge which are generally known or which were already known to the contractual partner upon receipt without the contractual partner being obliged to maintain secrecy, or which are subsequently transmitted by a third party authorised to pass them on, or which are developed by the receiving contractual partner without using documents or knowledge of the other contractual partner which are to be kept secret. It also does not apply if the documents or knowledge in question must be passed on to authorities etc. due to an obligation under public law.

§ 5 Packaging and dispatch

- Packaging is the property of the customer and will be charged by us. Postage and packaging costs will be invoiced separately. The choice of dispatch method shall be made at our discretion.
- In the event of transport damage, the customer must inform the forwarding agent/carrier and notify us without undue delay.
- The risk of accidental loss and accidental deterioration of the goods shall pass to the customer when the goods are handed over to the forwarding agent/carrier or other person or organisation designated to carry out the shipment.
- If the customer is in default of acceptance, this shall be deemed equivalent to handover.
- Deliveries are ex works (EXW Incoterms 2010) Wadersloh. Transport insurance will only be taken out at the express request of the customer and at his expense.

§ 6 Liability for defects

- We shall not be liable for material defects caused by unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, normal wear and tear, faulty or negligent handling, nor for the consequences of improper modifications or repair work carried out by the customer or third parties without our consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.
- We must be given the opportunity to ascertain the defect complained of. Rejected goods must be returned to us immediately upon request. If the customer does not fulfil these obligations or makes changes to the goods already complained about without our consent, he shall lose any claims for material defects.
- In the event of defects, we shall initially be liable for repair or replacement at our discretion. We shall only accept liability for defects in used goods if this has been expressly agreed with the customer in writing, if the defect has been fraudulently concealed or if it has been caused by wilful intent or gross negligence on our part.
- If the subsequent fulfilment fails, the customer may, at his discretion, demand a reduction of the remuneration (reduction) or cancellation of the contract (withdrawal). However, in the event of only a minor breach of contract, in particular in the case of only minor defects, the customer shall not be entitled to withdraw from the contract.
- If the customer asserts claims for damages due to a defect, the limitations specified in § 7 shall apply.
- The customer must inspect the goods immediately upon receipt and must notify us of obvious defects immediately, hidden defects immediately after their discovery; otherwise the assertion of claims for defects is excluded. The customer shall bear the full burden of proof for all prerequisites for claims, in particular for the defect itself, for the time at which the defect was discovered and for the timeliness of the notification of defects. If acceptance of the goods has been agreed with the customer, the goods shall be deemed to have been approved upon acceptance. The customer is then excluded from any further claims for defects, unless the defect is one that was not recognisable even on careful inspection at the time of acceptance.

- Claims for defects shall become time-barred within one year of delivery. The same applies from the time at which the customer is in default of acceptance.

§ 7 Limitations of liability

We are always liable without limitation for our own wilful or grossly negligent breaches of duty as well as such breaches of duty by our vicarious agents. We are also always liable without limitation in cases of injury to life, limb or health and in the case of defects where we have assumed guarantees or defects have been fraudulently concealed. For damages arising from the breach of an essential contractual obligation (i.e. an obligation whose fulfilment enables or includes the proper execution of the contract or the provision of services, such as the main performance obligations, and on whose compliance the contractual partner regularly relies and may rely), our liability is limited to compensation for the foreseeable, typically occurring damage. Otherwise, our liability for slight negligence is excluded, in particular in cases of (i) indirect incidental and consequential damages; (ii) losses due to business interruption; (iii) loss of profits; (iv) loss of revenue; (v) loss of goodwill; (vi) unrealised savings or (vii) loss of data. Mandatory statutory provisions, such as those of the Product Liability Act, remain unaffected, i.e. this limitation of liability does not apply in cases of mandatory statutory liability.

§ 8 Retention of title

- We reserve title to the goods until full settlement of all claims arising from an ongoing business relationship, irrespective of the legal grounds on which they have arisen. In the case of a current account, the reservation of title shall serve as security for our respective balance claim. This also applies if payments are made by the customer on specific claims.
- The customer is obliged to treat the goods with care. If maintenance and inspection work is required, the customer must carry this out regularly at his own expense.
- Processing or remodelling of the goods subject to retention of title shall always be carried out for us as the manufacturer, without this giving rise to any liability on our part. If the reserved goods are processed or remodelled with other goods not supplied by us, we shall be entitled to co-ownership of the new item in the ratio of the value of the reserved goods to the value of the other processed or remodelled goods at the time of processing or remodelling. In the event that our ownership of the goods subject to retention of title expires due to combination or mixing, the customer hereby transfers to us his (co-)ownership share in the new item or the mixed stock to the extent of the invoice value of the goods subject to retention of title and shall keep them in safe custody for us free of charge. The new item created by processing, transformation, combination or mixing (hereinafter referred to as the "new item") or the (co-)ownership rights to the new item to which we are entitled or which are to be transferred to us shall serve to secure our claim in the same way as the reserved goods themselves in accordance with clause 1. Unless otherwise stated in the following provision of these clauses, it shall apply accordingly to the new item.
- The customer may only sell the goods subject to retention of title in the ordinary course of business under normal business conditions and only as long as he fulfils his payment obligations to us punctually. The customer is obliged to resell the reserved goods only subject to retention of title and to ensure that the claim from such sales transactions can be transferred to us.
- The customer's claim from a resale of the goods subject to retention of title is hereby assigned to us; we hereby accept this assignment. The assigned claims shall serve as our security to the same extent as the reserved goods. If the customer sells the goods subject to retention of title together with other goods not supplied by us, the assignment of the claim shall only apply to the invoice amount resulting from the resale of our goods subject to retention of title. In the event of the sale of a new item in accordance with clause 3 or the statutory provisions on the combination and mixing of the item which is co-owned by us, the assignment of the claim shall apply in the amount of our co-ownership share.
- If the customer includes claims from the resale of goods subject to retention of title in a current account relationship with his customers, he hereby assigns to us any final balance arising or recognised in his favour in the amount corresponding to the total amount of the claim from the resale of our goods subject to retention of title included in the current account relationship. The above paragraph shall apply accordingly in this respect.
- The customer is authorised to collect the claim assigned to us from the resale of the reserved goods. The customer is not permitted to assign the claim from the resale, even within the framework of a genuine factoring agreement.
- We may revoke the collection authorisation at any time in the event of default of payment, suspension of payment, transfer of the customer's business operations to third parties, impaired creditworthiness and trustworthiness or dissolution of the company. In this case, the customer is obliged to inform his customers immediately of the assignment of the claim to us and to provide us with all information and documents necessary for collection. In this case, he is also obliged to surrender or transfer to us any securities to which he is entitled for customer claims.
- If the realisable value of the securities existing for us exceeds our secured claims by more than 15%, we are prepared to release securities of our choice at the customer's request.
- The customer is obliged to inform us immediately of any seizure or any other or actual impairment or jeopardisation of the goods subject to retention of title or the other securities existing for us.
- The customer undertakes to insure the reserved goods adequately against fire and theft. He hereby assigns to us his claims arising from the insurance contracts; we hereby accept the assignment.
- We are entitled to withdraw from the contract and demand the return of the goods if the customer is in breach of contract, in particular in the event of default in payment or breach of an obligation under this section; if the legal requirements are met. In this case, the customer hereby agrees that we may remove or have removed the goods subject to retention of title which are in the customer's possession or - if we are the sole owner - the new item within the meaning of clause 3 of this section. The customer shall grant us or persons authorised by us access at any time to carry out these measures, as well as for a general inspection of the reserved goods or new item.

§ 9 Product safety

- The customer undertakes to support us in matters of product safety, in particular in the event of a product recall, a product warning or any other product safety case (hereinafter all referred to as "product recall"), to ensure that the (end) customer data and the goods sold to the customer concerned are properly recorded and archived by the customer, unless this is associated with unreasonable effort in individual cases in the ordinary course of business. Even after termination of the business relationship between the customer and us, the customer data must continue to be archived for at least five years so that they are also available in the event of subsequent product recalls.
- If the customer suspects or even knows that our goods have a defect within the meaning of the Product Liability Act or are not safe within the meaning of the Act on Technical Work Equipment and Consumer Products (GPSG), he must inform us immediately. If, in our opinion, there is such a suspicion, we shall, if possible, issue a "voluntary" product recall before an official order is issued in order to minimise the damage for us and the customer.
- In order not to jeopardise the high-quality image of our goods, we have the right to carry out product recalls, even if there is only a justified suspicion that our goods do not meet the safety requirements of a legal provision - e.g. according to the Product Liability Act, the GPSG or the BGB.
- The customer is obliged to participate in the product recall to the best of his ability. In particular, the customer shall contribute to informing and warning consumers, clarifying the whereabouts of the goods to be recalled and handling the recall. However, we also have the right to handle a product recall ourselves and to contact the (end) customer directly for this purpose. In this case, the customer will provide us with the data of those (end) customers whose goods are affected by the product recall. We will use this customer data exclusively for the purpose of the product recall, treat it as strictly confidential and return it to the customer as soon as the product recall has ended and the data is no longer needed, without retaining any copies.
- In this context, the customer shall also carry out the inspection and repair of goods directly at the customer's premises in close coordination with and on our instructions.

§ 10 Final provision

- The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- For all disputes arising from the contractual relationship, if the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is the court responsible for our headquarters. We are also entitled to bring an action at the customer's head office. This shall also apply if the customer does not have a general place of jurisdiction in Germany or if his place of residence or habitual abode is unknown at the time the action is brought.
- The place of fulfilment is 59329 Wadersloh.
- The "Privacy Policy Sales" available on the website www.gloria.de applies.
- Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

Wadersloh, December 2024

GLORIA GmbH