



## General Terms and Conditions Greiner GmbH, D-74632 Neuenstein

Valid as of: July 2020

### § 1 SCOPE OF APPLICABILITY

1. The following conditions apply to all transactions between us and business partners. They represent a component part of the contract for future transactions where these are legal transactions of a related type, including where they are not expressly mentioned in subsequent contracts.

2. The general terms and conditions apply in respect of all business transactions, regardless of whether the business partners are merchants or non-commercial customers.

3. We do not recognise conditions that are contradictory, supplementary or different to our general terms and conditions. Any such conditions are hereby expressly excluded. Deviations from these conditions are only effective if they have been agreed in writing by Greiner GmbH.

### § 2 PRICES, PAYMENT, TRANSPORT COSTS

1. Our prices are all in Euro, plus the legally applicable sales tax. All prices are taken as FCA Neuenstein according to the valid version of the Incoterms.

2. The prices do not include customs and border costs, insurance, transport, unloading and packaging costs and other additional costs.

3. In the case of a rise in the costs of raw materials and goods, wages and salaries, manufacturing and transport costs between the signing of the contract and delivery, we are entitled to increase the agreed prices appropriately. Where there are serious changes that are unacceptable to both contracting parties, the contract can be adjusted in the context of an agreement between the parties.

4. A partial payment of 30% of the agreed purchase price is payable to Greiner GmbH following confirmation of the order in writing or text form, unless a different level of advance payment is specified in the order confirmation. The payment deadline for this payment is 10 days from receipt of the order confirmation by the business partner. Any agreements differing from this must be made in writing.

5. Our invoices must be settled by bank transfer (or by letter of credit when individually agreed in writing) following completion of the deliverables, for which the business partner will receive a notification of completion in written form.

The payment deadline for our invoices is 10 days from receipt of the notification of completion by the contract partner. Our invoice must be paid between the notification of completion and transfer of the deliverables to the contracting partner.

6. If the contracting partner is late in making the payment, we are entitled to charge delay interest in accordance with §§ 247, 288 of the Federal Law Code.

7. The contracting partner may only claim a right of retention as a result of a counter-claim resulting from the same contractual agreement. There is only a right to offset if the counter-claim is uncontested or was established by legal process and is precisely quantified and communicated in writing.

### § 3 RETENTION AND EXTENDED RETENTION OF TITLE

1. We retain title to the deliverables until complete payment of the agreed purchase price and until completion of all obligations from the contractual agreement with the contracting partner, including in the future.

Disposal, hypothecation, mortgaging or other transfer of the deliverables to third parties is fundamentally not permitted without the written agreement of Greiner GmbH while the title is retained. Exceptions to this are regulated in § 3 no. 3 of these general terms and conditions.

2. Processing or modification of the deliverables by the contracting partner is always undertaken for us. If the deliverables are inseparably joined to other items that are not our property, then we acquire ownership of the new item in proportion of the value of the deliverables to the other processed items at the time of the processing.

If the deliverables are inseparably mixed with other items that are not our property, then we acquire ownership of the new item in proportion of the value of the deliverables to the other mixed items. The contracting partner maintains our co-ownership.

3. In the event of the contracting partner violating obligations, especially in regard to payment delays or violations of the security obligations of the item, then following the unsuccessful elapse of an appropriate period for payment granted to the contracting partner, we are entitled to withdraw from the contract, and require return of the deliverables still in our ownership. Legal stipulations regarding the dispensability of setting a deadline remain unaffected. The contracting partner is responsible for all costs of claiming retention of title and the return of the item.

4. The following also applies in application in respect of merchants, legal entities under public law or a public law special asset:

a) The contracting partner is entitled to further dispose of the deliverables in a proper business procedure. In the event of this type of further disposal, the contracting partner will transfer to us the claims against third parties in the sum of the purchase price of the deliverables supplied by us (retained goods) plus 20%, with no special agreement being needed for the individual case and regardless of whether the deliverable is being further disposed of without or after processing by the contracting partner.

b) The contracting partner is entitled to collect this payment for us provided that the contracting partner is not in arrears with contractual obligations (payment of the purchase price and all other obligations arising from the contractual agreement). If the contracting partner is in arrears with the



## General Terms and Conditions Greiner GmbH, D-74632 Neuenstein

Valid as of: July 2020

payment of the purchase price (and all other obligations arising from the contractual agreement), we are entitled to disclose the assignment to the third party debtor if we have previously given the contracting partner an appropriate deadline for payment in writing together with an indication that we would disclose.

c)

In this case the contracting partner is also obliged to disclose the contracting partner's own claims against the third-party debtor and the third-party debtor itself and to give all the details required for collection of the receivables and submit any associated documents. The contracting partner will be kept informed by us regarding the pressing of claims against the third-party debtor.

### § 4 TRANSFER OF THE DELIVERABLES

1.

The deliverables are handed over fundamentally as FCA – free carrier at the headquarters of Greiner GmbH in 74632 Neuenstein, with completion of a transfer- and/or acceptance protocol. Any agreement different to this must be in writing.

If the deliverables are replacement parts, a transfer- and/or acceptance protocol does not necessarily have to be completed. A delivery note, a shipment number or similar is sufficient evidence of the transfer.

2.

Before first commissioning of the deliverable, the contracting partner must involve an employee of Greiner GmbH to supervise the commissioning, unless otherwise agreed in writing. The customer is responsible for any costs arising.

### § 5 LIABILITY FOR DEFECTS

1.

The contracting partner is obliged to immediately investigate the deliverable and submit any complaints in writing. § 377 of trade law remains unaffected.

2.

The previous regulation applies to excess deliveries and short deliveries and any incorrect deliveries.

3.

Material faults that were already present at the transfer of risk must be corrected free of charge or replaced within the period of limitation, at the discretion of the contracting partner at the headquarters of Greiner GmbH in 74632 Neuenstein. Consequential damages are excluded in the legal context and this applies especially to damages due to loss of use.

4.

In the case of natural wear and tear, or for damage arising from incorrect or negligent treatment by the contracting partner after the transfer of risk will not be considered for defect claims.

5.

If the place of fulfilment is abroad, the transport, fitting and their costs will only be accepted to the extent that would also have occurred during remedial work carried out domestically and are not disproportionately high. Replacement delivery can only be required if the contravention of the contract constitutes a significant

violation. Rectification work abroad will not be undertaken if it cannot be reasonably expected in consideration of all circumstances, which is amicably assumed in the event of a travel warning to the country concerned issued by the Foreign Office. The type of fault must be precisely defined and communicated in writing to Greiner GmbH.

6.

The guarantee is based upon purchase law according to §§ 433 et seq. Federal Legal Code. The period of limitation for material fault claims is 12 months. This does not apply if §§ 438 Sect. 1 no. 2 (items for buildings), 478 Sect. 1 (right of recourse) specifies longer periods of limitation or in cases of loss of life, physical injury or damage to health and where there are deliberate or grossly negligent derelictions of duty or by fraudulent non-disclosure of a fault. The regulations regarding suspension of expiry, suspension or re-start of period of limitation remain unaffected.

7.

Initially, Greiner GmbH must always be granted opportunity to provide rectification within an appropriate deadline. In the event of failure to rectify the issue, which is only assumed after the third unsuccessful attempt to rectify, the contracting partner can withdraw from the contract without prejudice to any claims for damages according to § 6 of the General Terms and Conditions or reduce the payment. In the event of withdrawal, the payments received must be repaid according to legal stipulations or value replacement made.

8.

§ 6 of the General Terms and Conditions also apply to damages claims. Claims against Greiner GmbH and its contractors by the contracting partner that go beyond, or are different to, the claims due to material faults regulated in this section are excluded.

9.

The contracting partner's legal right to withdraw if there is a fault in the purchase item does not require blame on the part of Greiner GmbH, if this fault represents a considerable violation of the contract in the meaning of § 323 V Federal Law Code. In all other cases, the customer can only withdraw from the contract if there is a contractual violation which is the responsibility of Greiner GmbH.

### § 6 OTHER DAMAGE COMPENSATION CLAIMS

1.

Claims for damages by the contracting partner, whatever the legal basis, especially due to violations of contractual and inadmissible actions are excluded. This does not apply if there is mandatory liability, e.g. under product liability law, in cases of intent, gross negligence, due to the violation of important contractual obligations, especially the fraudulent failure to disclose a fault and in cases of loss of life, physical injury, or damage to health.

Claims for compensation for the violation of significant contractual obligations is, however, limited to the foreseeable damages typical of the type of contract, provided there is no intent or gross negligence or mandatory liability due to loss of life, physical injury or damage to health. A change to the burden of proof to the disadvantage of the contracting partner is not connected with the above regulations.



**General Terms and Conditions**  
**Greiner GmbH, D-74632 Neuenstein**  
Valid as of: July 2020

**§ 7 COPYRIGHT AND DATA PROTECTION**

1.  
The contracting partner is not entitled to exercise the rights to exploitation under copyright law, especially reproduction and distribution of plans, diagrams and calculations associated with the deliverable without the express agreement of Greiner GmbH in writing or text form.

2.  
The contracting partner is prohibited from processing, revealing, making accessible or otherwise using personal and company data to which it gains access in the context of the contract for purposes beyond the completion of the contract. This regulation extends beyond the ending of the contract.

3.  
Express reference is made to the current stipulations of the General Data Protection Regulations.

**§ 8 APPLICABLE LAW, AGREED COURT OF JURISDICTION, PLACE OF FULFILMENT**

1.  
The contract is subject exclusively to German material law. The UN-purchasing law is excluded and does not apply.

2.  
In all disputes arising from this contract where the contracting partner is a merchant, legal entity under public law or a public law special asset, the court responsible for the company headquarters of Greiner GmbH in 74632 Neuenstein must be called.

3.  
In all disputes arising from this contract, the place of fulfilment is agreed to be our company's headquarters in 74632 Neuenstein.

**§ 9 SEVERABILITY CLAUSE**

In the event that individual conditions of these general terms and conditions are ineffective, this does not render the whole of the contract ineffective. Whole or partially ineffective clauses should be replaced by clauses that closest corresponds to the ineffective clause in fact and commercially. All other conditions remain unaffected by this.