

General Terms and Conditions of Grömo GmbH & Co. KG, valid as of January 1, 2017 - Sales -

1. Applicability, General

1.1 Our General Terms and conditions apply to all our business relationships with enterprises, legal entities of public law institutions or special assents funds under public law in relation to §310 Chapter 1 BGB. They apply to the sale of movable commodities by us, regardless if the commodity was manufactured by ourselves or if it was procured from suppliers.

1.2. In business transactions between our customers and us, only and exclusively our general terms and conditions apply, opposing or general terms and conditions deviating from ours on the part of the customer will not be accepted, except if their validity have been expressly approved by us in writing. Our General Terms and conditions also apply if we perform without reservation for the customer while in knowledge of his opposing or deviating terms and conditions.

1.3. Deviating agreements and side-agreements are only valid in individual cases if they were confirmed by us in writing. The validity of the rest of the General Terms and conditions will not be affected.

1.4. We do not assume liability for all data in folders, catalogs, lists, offers, web-pages etc., especially with respect to measurements, weights and pictures.

1.5. An additional authorization by an agreement needs to be concluded for the use of our company logos, brand names or photos and images of the Grömo Products on the internet, world-wide web or in other electronic communication networks or their transmission by television or radio, as well as in print media.

2. Contract Conclusion, Data Processing

2.1. Our offers are always subject to confirmation and are not binding. The order by the customer represents a binding contract. The order becomes valid only after receipt of an order confirmation with written text. The submission of the order confirmations equals shipping of the goods or the dispatch of the invoice.

2.2. In the event that the customer has supplied us with data related to persons, this data will be utilized, processed for the business transaction, saved and passed on to other connected companies, as well as if deemed necessary given to affiliated- and service companies.

3. Prices

3.1. Only prices in the current price lists apply. The former prices will lose their validity with publishing of a new price list. In the event that we made an offer in conjunction with Point 2.1 the prices shown there will apply.

3.2. All prices are "ex-factory".

3.3. The legally raised Value added Tax is not included in our prices. It will be added on the day of invoicing in its legal amount and shown separately.

4. Delivery Periods, Delivery Obstacles, Place of Performance, Shipping Costs

4.1. If not agreed upon differently, our delivery time will be two weeks from the contract date. In the event of buyer participation, this deadline does not become effective before the customer has fulfilled his part of his obligations.

4.2. If the binding delivery date has been agreed, then this deadline will be extended by a reasonable period in cases of force majeure and in cases of interruptions of operations, traffic disturbances, fire damages, floods, shortages in labor, energy, raw materials and auxiliary materials, legal strike situations, legal dispositions or all events for which we cannot assume responsibility which may impair, delay, prevent or make our performance unacceptable. In such events, we shall inform the customer immediately and at the same time provide him with a new anticipated delivery date. If delivery is delayed by more than eight weeks on account of the interruption, then both parties are entitled to withdraw from the contract. An already provided consideration of the buyer will be reimbursed immediately.

Another reason beyond our control in the above sense is especially the case if we are not supplied on time by our suppliers.

4.3. Express shipments are only done upon request by our customer whereby its cost is at his expense. This also applies to all other types of shipping, expressly requested by the customer.

4.4. We deliver "Freight Collect" ex plant Marktobendorf.

4.5. We are entitled to partial shipments. Possible subsequent shipments will be prepaid and without charge for packing materials.

5. Duties in Case of Complaints, Warranty, Liability and Returns

5.1. Complaints because of recognizable defects, wrong articles shipped or deviations in quantity must be reported to us immediately in writing or at least within 10 days after receipt of the goods. Concealed defects must be reported to us immediately and within 10 days after their discovery. If the customer does not report of any defects within this time described, then the products are considered as accepted. The deciding factor for the contract conforming condition of the merchandise is the point in time of the risk transfer.

5.2. The statute of limitations for claims is five years and with especially marked products it is 12 months from receipt of the goods. Excluded from warranty are damages resulting from normal wear and tear, improper handling or use, misuse, faulty assembly or repair. The same applies to defects which reduce the value of the merchandise or its suitability in an insignificant way.

5.3. In the event of a justified or timely complaint we shall, at our discretion provide repairs or replacements. Our right to refuse replacement under legal conditions is not affected. The customer has the right to cancel the contract if repairs, a replacement shipment or reduction of price has failed.

5.4. If the customer presents a claim, we are only liable in the event of intended gross negligence including intended gross negligence on the part of our representatives or agents.

If we are accused of gross negligence, our liability for damages for unforeseeable typical damage is limited.

We do however assume liability under legal statutes if we have wrongfully violated a pertinent contractual obligation. In that case the liability for damages is limited to the foreseeable and typically occurring damage.

Liability because of culpable damage to life, the body or the health remains unaffected. This also applies to mandatory liability in accordance with the product liability laws and if the defect was maliciously concealed or a warranty was assumed for the characteristics

of the merchandise.

5.5. The return of goods must be coordinated with us in advance for the purpose of efficient handling. Collect shipments and shipments of which we are not notified in advance and are not agreed upon will not be accepted.

6. Payment, Offset-Payments, Holdbacks, Interest

6.1. In principal, payment is due immediately after receipt of the invoice without any deductions. We reserve the right to make shipments to unknown customers COD.

6.2. Payments in form of cheques are accepted and subjected to effective payment. Letters of exchange are not acceptable.

6.3. Offset payments by the customer are only possible when undisputed and legally binding or with claims ready for decision, the same applies to the holding back of the payment by the customer. Rights on the part of the buyer remain unaffected.

6.4. Late payment by the customer gives us the right to charge late payment interest in the amount of 8% above the applicable base rate, in accordance with § 247 BGB.

7. Title Retention

7.1. We reserve the right for ownership of items purchased until all payment has been received from the business connection between Grömo GmbH & Co. KG and the customer.

7.2. The customer has the right to resell the goods under retention during his normal course of business, as long as he meets his obligations in his business connection with us. He is however not permitted to pawn, nor assign the goods to anyone.

7.3. In the event of behavior, contrary to the contract, especially in default of payment, we have the right to retain the merchandise, after having set a reasonable deadline to receive payment. In taking back the merchandise, the contract will also be cancelled. After the recovery of the merchandise we are permitted to dispose of that purchase and its proceeds will be applied at the liability of the customer, less reasonable disposal expenses. The expense for transporting the goods back will be borne by the customer.

7.4. The customer must handle the merchandise under retention with care. He must insure it against fire, water and theft sufficiently and at the purchase price level.

7.5. The customer will have already assigned over to us all receivables and rights of the customer from the resale of the retained merchandise, as well as those claims of the customer with respect to the retained merchandise, which for other legal reasons may be founded against his clients or third parties (especially claims from unauthorized actions or claims against insurance payments) including all balance receivables from overdraft and only after such event will we accept the assignment. .

The customer may collect the receivables assigned to us on his invoice, which are in his name as long as we do not revoke the authorization.

7.6. Upon seizure of the goods under retention or other actions by third parties, the customer must point out our products and must notify us immediately so that we can enforce our rights of ownership. In the event that this third party is not capable to reimburse us for the legal costs or those of an amicable agreement, the customer becomes liable for the loss sustained.

7.7. In accordance with the described rules, we obligate ourselves to liberate the existing collateral upon request of the customer, when the value of our collateral held exceeds that of the secured receivables in its realizable value by more than 10%. The choice over the collateral

to be liberated remains with us.

8. Place of Performance, Place of Jurisdiction, Contract Language, Partial Invalidity

8.1. Place of jurisdiction for all duties resulting from the contractual arrangement is Marktoberdorf.

8.2. If the customer a merchant in the sense of the German Commercial Code, legal entity of public law institutions or special assets funds under public law, the exclusive and international place of jurisdiction is Marktoberdorf, where our headquarters are located. It is here for all disputes resulting directly or indirectly from the business relationship. We also have the right to open proceedings at the common place of jurisdiction of the buyer.

8.3. The law of the Federal Republic of Germany applies. The International Private Law (IPR) and the UN Purchase Law (CISG) are excluded.

8.4. Even if the customer is in possession of a non-binding translation of these General Terms and Conditions in another language, interpretation in the event of litigation will be exclusively the German version.

8.5. If individual stipulations of these terms and conditions for the business transactions are or should become invalid, then the rest of the stipulations are not affected. An invalid stipulation is to be replaced by a valid one which serves the invalid one in its sense and purpose and mainly complies with the original intent.

9. Use of cookies

We work with Aumago GmbH, a provider of web analysis and target group marketing. Aumago uses cookies, a text file that is stored in the computer's browser and collects anonymous user data. From this data, user profiles can be created under a pseudonym. Personal data are not collected. If IP addresses are collected, they are stored anonymously by deleting the last number block and are not merged with the cookies. The cookies are either Aumago cookies or cookies from service providers, which Aumago serves, such as Krux digital Inc., Google Inc., etc. The user can delete the cookies directly in his browser at any time. Aumago uses these data to evaluate the use of the website by the visitors and for the purpose of use-based online advertising.

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