

# **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

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## **1. SCOPE OF APPLICATION**

These General Terms and Conditions of Sale and Delivery ("GTCS") shall apply to all contracts for deliveries or the provision of other services ("contractual services") by streisal GmbH ("STREISAL") between STREISAL and its contractual partner. Other terms and conditions of the contractual partner shall only be valid if and to the extent they have been expressly accepted by STREISAL in writing. These GTCS shall also apply if STREISAL provides contractual services without reservation in the knowledge of terms and conditions of the contractual partner that conflict with or deviate from these GTCS. These GTCS shall be the basis for all future contracts between STREISAL and its contractual partners.

## **2. CONCLUSION OF CONTRACT AND WRITTEN FORM REQUIREMENT**

2.1 The written order confirmation of STREISAL is decisive and necessary for the content and the conclusion of a contract. The same applies to supplements, amendments or ancillary agreements to contracts already concluded. Drawings, illustrations, dimensions and other performance data are only binding for STREISAL if they are expressly referred to in the order confirmation. Operating, assembly and maintenance instructions for the contractual service always form part of the contract.

2.2 Offers made by STREISAL are always non-binding and without obligation for STREISAL.

2.3 All agreements, including the waiver of this written form requirement, shall be in writing in order to be effective. The electronic form is equivalent to the written form.

## **3. SCOPE AND PERFORMANCE OF THE CONTRACTUAL SERVICES**

3.1 STREISAL shall base the execution of the contractual services on the information provided by the contractual partner, in particular figures and the documents handed over, as correct and complete. STREISAL is not obligated to check this information and documentation for correctness, completeness and regularity, unless this obligation has been expressly assumed by contract. STREISAL shall not be liable for errors and ambiguities resulting from the information or documents provided by the contractual partner.

3.2 STREISAL reserves the right to deviate slightly from the information and documents provided if this does not impair the usability of the contractual performance.

## **4. SAFEKEEPING OF DOCUMENTS AND OBJECTS OF THE CONTRACTUAL PARTNER**

If the contractual partner hands over documents or objects to STREISAL for the performance of the contractual services, STREISAL shall keep these in safe custody for a period of six months from the delivery time for collection by the contractual partner. During this time, STREISAL shall only be liable for the diligence that it is accustomed to apply in its own affairs. After the expiration of six months and the setting of a reasonable grace period, STREISAL shall be entitled to dispose of the documents or objects or to otherwise dispose of them.

## **5. SHIPMENT, RISK, PACKAGING, PLACE OF PERFORMANCE**

5.1 Unless otherwise agreed, shipment shall be for the account and at the risk of the contractual partner. The risk shall pass to the contractual partner as soon as the delivery has been handed over to the person performing the transport or has left STREISAL's warehouse for the purpose of shipment. This shall apply regardless of whether the shipment is made to the place of performance and which contractual partner bears the freight costs.

5.2 If the timely delivery of the contractual performance is impossible for reasons beyond STREISAL's control or if the contractual partner refuses acceptance without reason or if it wishes a later delivery, STREISAL may invoice the contractual performance and store it at the risk of the contractual partner against a storage fee of 0.5 per mille per week or part thereof of the net invoice amount.

5.3 If the contractual partner so desires, STREISAL shall arrange transport insurance to cover the delivery. The costs incurred in this respect shall be borne by the contractual partner.

5.4 In the case of deliveries with installation and/or assembly, the risk shall pass to the contractual partner upon acceptance or upon the day of refusal of acceptance without cause. Usage shall be deemed equivalent to acceptance.

5.5 STREISAL shall only take back packaging material if and to the extent that there is a legal obligation to do so.

5.6 The place of performance for each contractual service as well as the taking back of transport packaging is the warehouse of STREISAL.

## 6. PRICES

6.1 Unless otherwise agreed, the prices quoted by STREISAL are ex-works STREISAL excluding packaging, loading and unloading, transport as well as installation and VAT. Packaging shall be charged at cost price.

6.2 STREISAL shall be bound by the contractually agreed prices for a period of four months after conclusion of the contract. Thereafter, STREISAL reserves the right to pass on price changes to the contractual partner during the delivery period. Price changes shall be deemed to include, in particular, changes in taxes, duties, raw materials and labor wages.

## 7. PAYMENTS AND OFFSETTING

7.1 Unless otherwise agreed, the first half of the price agreed for the contractual service shall be due for payment upon order confirmation, the second half upon notification of completion by STREISAL or upon shipment. The contractual partner shall only be entitled to deduct a cash discount if a corresponding, express, written agreement exists.

7.2 The contractual partner may only set off against claims of STREISAL with undisputed or legally established claims. The assignment of claims against STREISAL is excluded, unless and insofar as the claims are monetary claims of the contractual partner, STREISAL has no interest worthy of protection in the exclusion of assignment or legitimate interests of the contractual partner outweigh the interest worthy of protection.

## 8. RETENTION OF TITLE

8.1 The contractual performance remains the property of STREISAL until full payment of the price and all claims arising from the business relationship ("reserved goods"). This shall also apply until settlement of the respective balance claim of expiring invoices (current account) to which STREISAL is entitled vis-à-vis the contractual partner, irrespective of the legal grounds.

8.2 If the contractual partner processes the goods subject to retention of title with other items not belonging to STREISAL, STREISAL shall be entitled to co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the values of the other processed items. The new item resulting from the processing shall be deemed to be reserved goods within the meaning of these GTCSD.

8.3 In the event of the combination and mixing of movable items, the reserved goods shall be regarded as the main item within the meaning of Section 947 (2) of the German Civil Code (BGB).

8.4 The contractual partner irrevocably assigns all claims and receivables from the resale of the reserved goods to STREISAL by way of security. In return, STREISAL undertakes, at the request of the contractual partner, to release the securities to which it is entitled according to the aforementioned conditions at its discretion, insofar as the realizable value of the securities exceeds the claim to be secured by more than 10%.

8.5 STREISAL is entitled to collect claims from the resale. Upon STREISAL's request, the contractual partner is obligated to immediately inform its customers of the assignment to STREISAL and to provide STREISAL with the information or documents required for collection.

8.6 The contractual partner is obliged to treat the contractual performance with care until the complete transfer of ownership. In particular, the contractual partner is obligated to sufficiently insure the contractual performance at its own expense against fire, water and theft damage at replacement value and to prove this to STREISAL upon request. If maintenance and inspection work is required, the contractual partner shall carry this out in good time at its own expense.

8.7 In the event that insolvency proceedings are opened against the assets of the contractual partner, in the event of seizures or other interventions by third parties in STREISAL's right of ownership, STREISAL shall be notified immediately in writing. In this case, STREISAL shall have the right to retain material it has already processed and any material stocks of the contractual partner that have not yet been converted as security for its outstanding claims until the claims have been satisfied in full.

## 9. DELIVERY TIME, FULFILLMENT

9.1 The contractually agreed delivery time begins with the issuance of the order confirmation by STREISAL. In the case of contractual performance without installation or assembly, it shall be deemed to have been complied with if the contractual performance has left STREISAL's warehouse within this delivery period or notification of readiness for shipment has been given.

9.2 If the delivery date is delayed through no fault of STREISAL in cases of force majeure, such as war, fire, explosion, occurrence of a pandemic, strike or lockout at STREISAL or its suppliers, STREISAL shall be entitled to reasonably extend the delivery time or to withdraw from the contract in whole or in part; this shall also apply if STREISAL is in default with its contractual performance at that point in time or if the contractual partner does not fulfill its cooperation obligations in time. Claims for damages by the contractual partner are excluded.

9.3 If an agreed delivery date is exceeded by more than three weeks, the contractual partner shall only be entitled to withdraw from the contract after the unsuccessful expiry of a reasonable grace period set by him. Clauses 9.1 and 9.2 shall remain unaffected.

## 10. ACCEPTANCE

The acceptance of the contractual performance under the contract for work and services may take place at STREISAL's or at the contractual partner's premises, at STREISAL's discretion. The contractual partner shall be informed in writing of the exercise of this option in good time, at the latest together with the notification of dispatch or completion. Each contractual partner shall bear its own costs associated with the acceptance. If the contractual partner refuses acceptance, although the contractual performance is objectively deemed fit for use, the contractual performance shall be regarded as having been accepted after expiration of a grace period set by STREISAL.

## 11. WARRANTY, LIABILITY

11.1 Claims for defects on the part of the contractual partner shall only be allowable if the contractual partner has duly complied with its obligations to inspect and give notice of defects in accordance with Sections 377, 378 of the German Commercial Code (HGB) and has given notice of alleged defects in writing in good time. In case of unjustified notices of defect, the

contractual partner is obliged to compensate STREISAL for the costs of the inspection and other costs incurred by STREISAL in connection with the unjustified notice of defect (e.g. travel and freight costs).

11.2 Insofar as there is a defect in the subject matter of the contract, STREISAL shall be entitled, at its own discretion, to subsequent performance in the form of rectification of defects up to two times or subsequent delivery of a defect-free item. If the supplementary performance fails, the contractual partner shall be entitled, at its option, to demand rescission or reduction of the purchase price.

11.3 STREISAL shall be liable in accordance with the statutory provisions insofar as the contractual partner asserts claims for damages which are attributable to intentional or grossly negligent conduct on the part of STREISAL, its representatives or vicarious agents. Insofar as STREISAL cannot be accused of intentional breach of contract, the liability for damages shall be limited to the foreseeable damage typically occurring in corresponding contracts.

11.4 STREISAL shall be liable according to the statutory provisions if STREISAL culpably violates an essential contractual obligation; also in this case, the liability for damages shall be limited to the foreseeable damage typically occurring in corresponding contracts.

11.5 Liability for culpable injury to life, limb or health shall remain unaffected by the above provisions; this shall also apply to mandatory liability under the Product Liability Act.

## 12. OTHER LIABILITY

12.1 Any further liability for damages than provided for in Clause 11 shall be excluded, irrespective of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for property damage pursuant to Section 823 of the German Civil Code (BGB).

12.2 Insofar as the liability for damages against STREISAL is excluded or limited, this shall also apply with regard to the personal liability for damages of the employees, representatives and vicarious agents of STREISAL.

## 13. APPLICABLE LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION

The place of performance and jurisdiction is – as far as legally permissible – Wangen. For all legal relations between STREISAL and the contractual partner, German law shall be deemed agreed upon; the application of the uniform UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

## 14. EFFECTIVENESS IN THE EVENT OF PARTIAL INVALIDITY

If individual provisions of these GTCS are or become invalid, this shall not affect the validity of the remaining provisions.