

## TERMS OF DELIVERY AND PAYMENT

### I. General terms and conditions

Our general terms and conditions apply exclusively to all business relations with our customers. Other conditions are excluded. All agreements must be made in writing. This includes verbal promises.

### II. Quotations

Our quotations are not legally binding and are subject to change without notice. A contract is only concluded with us through our written order confirmation or by delivery on the basis of an order. Incoming orders can be accepted by us within two weeks. GLORIA reserves the right to modify the design and execution of the goods for the purpose of further technical development, even after acceptance of the order, provided that this does not unreasonably affect the interests of the customer.

### III. Price adjustment

Should the costs calculated by us, in particular the cost of salary and wages, materials, transport and / or energy, change compared to the time of our offer and should our production costs increase by more than 8 % in total as a result, we shall be entitled to request a corresponding price adjustment.

### IV. Delivery

Delivery deadlines are not binding. Delivery deadlines are only binding if they are expressly confirmed by us in writing as binding. The delivery period shall be deemed to have been observed if the goods have left our warehouse, by the end of the delivery deadline and/or if the purchaser has been notified that the goods are ready for dispatch. If a non-binding delivery date is exceeded by more than six weeks, the purchaser has the right to request that we deliver within a reasonable period in writing. If we do not deliver the goods by the end of the grace period, the buyer may withdraw from the contract in the form of a written declaration. Partial deliveries are permissible within the delivery period. Under-deliveries shall be accepted by the purchaser. In the event of force majeure, in particular war, hostility, attack, acts of foreign enemies, large-scale military mobilisation, civil war, riot, rebellion and revolution, military and other seizures of power, insurrection, acts of terrorism, sabotage or piracy, currency and trade restrictions, embargo, sanctions, lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of assets, requisition, nationalisation, plague, epidemic, pandemic, natural disaster or extreme natural event, explosion, fire, destruction, armament, prolonged failure of means of transport, telecommunications, information systems or energy, general labour unrest such as boycotts, strikes, lock-outs, slowdowns, occupation of factories and buildings, shortage of raw materials, etc. the delivery period shall be extended accordingly. In the event of such unforeseen events, we shall be entitled to withdraw from the contract in whole or in part, without any obligation to pay damages. In such cases, the purchaser may demand a statement from us as to whether we intend to fulfil the contract within a reasonable period of time. If we do not provide this, the buyer may withdraw from the contract.

### V. Transfer of risk, storage charge

For all shipments of goods, the risk shall pass to the buyer upon transfer of the goods to the forwarder / carrier. If you do not collect the ordered goods within 5 working days after notification of their readiness for collection, we may invoice a storage charge of 1.00 EURO per pallet and per day.

### VI. Guarantee

Our products are guaranteed in accordance with our guarantee conditions, which can be found at [www.gloria-garten.de/garantiebestimmungen](http://www.gloria-garten.de/garantiebestimmungen).

### VII. Warranty

We provide a warranty to consumers, (within the meaning of sect. 13 German Commercial Code) in accordance with the statutory provisions.

The warranty period for companies, (within the meaning of sect. 14 German Commercial Code) is twelve months. In the event of faulty or incorrect delivery, we reserve the right, at our discretion, to repair or replace the delivered goods. Our commercial customer is only entitled to demand a reduction of the purchase price (reduction) or rescission of the purchase contract after two unsuccessful rectifications and/or replacement deliveries.

### VIII. Retention of title

The delivered goods shall remain our property until full payment of our claim, including future claims, for whatever legal reason, even if payments are made for specially designated claims. In the case of a current account, the reserved property shall be

deemed as security for our balance claim. The buyer may only sell our property in the ordinary course of business and as long as he is not in default. He shall only be entitled to resell the goods under retention of title subject to the proviso that the claims arising from the resale of the reserved goods are hereby assigned to us and that his customers cannot offset the claims arising from the resale against counterclaims. The purchaser is not entitled to dispose of the reserved goods in any other way. In particular, he is not permitted to assign them by way of security or to pledge them. If we become aware of circumstances which are likely to reduce the creditworthiness of the customer, we may, at any time, prohibit the resale of the delivered goods under retention of title after setting a grace period without success and demand their return at the customer's expense. In this case, the customer shall reimburse us for additional freight charges, dispatch costs and other expenses, as well as any reduction in value. The buyer is entitled to collect claims from the resale until this is revoked by us at any time. At our request, the customer is obliged to inform his customers of the assignment to us and to provide us with evidence of the notification as well as to send us the information and documents which are necessary for the collection of the assigned claims with this notification. If the value of the securities intended for us exceeds our claim by more than 20 % in total, we shall be obliged to release the securities at our discretion at the buyer's request. The value of the assigned claim shall be determined according to its nominal amount and that of the goods subject to retention of title according to our sales prices.

### IX. Terms of payment

All payments are due upon receipt of the invoice. If payment is not made within 30 days of the due date, default shall occur without a reminder being sent out. We shall then be entitled to demand default interest at the statutory rate. If, after the conclusion of the contract, we become aware of circumstances which impair the creditworthiness of the buyer, all our claims shall become due immediately after a deadline is set, irrespective of the term of any bills of exchange that have been received. We are entitled to demand securities. After the fruitless expiry of a grace period set by us, we shall be entitled to withdraw from the contract and claim damages for non-performance. Our claims can only be offset if the counterclaim is undisputed or where there is a legally binding title. A right of retention can only be asserted by the commercial buyer if it is based on claims from the same contractual relationship.

### X. Liability

Our liability is excluded, regardless of the legal basis, contractual or tortious, for slightly negligent breaches of duty, insofar as these do not concern essential contractual obligations, damages from mortal injury, physical injury / impairments to health, guarantees or claims under the Product Liability Act. The same applies to breaches of duty by our vicarious agents.

### XI. Data protection

Your data will only be used for the purpose for which it was provided to us. In part, we commission subcontractors as part of the processing of your enquiries, your orders or your use of our services, e.g. transport companies. These companies receive the necessary data exclusively for the execution of this order and use it exclusively for the intended purpose. Our data protection statement can be found at [www.gloria-garten.de/datenschutz](http://www.gloria-garten.de/datenschutz).

### XII. Other provisions

The place of performance shall be the registered office of our company. For all present and future claims arising from the business relationship, including bills of exchange and cheques, the place of jurisdiction is not exclusively the registered office of our company. We shall also be entitled to take legal action against the buyer at the buyer's general place of jurisdiction.

The law of the Federal Republic of Germany shall apply exclusively. The provisions of the UN Sales Convention (CISG) shall not apply. The contractual language shall be German. If parts of our terms and conditions should become ineffective, this shall not affect the validity of the remaining provisions.

The necessary data are stored by our IT department.

Managing Directors: Markus Kress, Andre Kirchesch  
Registered office: Witten, Germany  
Commercial register: Bochum, HRB 8807

Witten, valid from 1st October 2022  
**GLORIA Haus- und Gartengeräte GmbH**