

## **General terms and conditions**

of the

GMPTEC GmbH  
Zur Deßel 17  
D-31028 Gronau (Leine)

represented by the managing directors Marco John, Dominic Marx

Contact details:  
Phone: +49 5182 9625782  
fax: +49 5182 9625783  
E-Mail: [info@gmptec.de](mailto:info@gmptec.de)

Commercial Register Local Court Hildesheim  
HRB 207513  
TAX ID: DE343208821

### **§ 1 General, Definition**

1.1.  
For all deliveries and services of GMPTEC GmbH (hereinafter GMPTEC) outside of orders placed via the online store [www.jowo-trade.de](http://www.jowo-trade.de), the following General Terms and Conditions shall apply exclusively in the version valid at the time of the conclusion of the contract. The following terms and conditions replace all previous versions of general terms and conditions previously agreed upon with the Customer.

1.2.  
The offers of GMPTEC GmbH are exclusively addressed to entrepreneurs, legal entities under public law and special funds under public law. A contract shall be concluded exclusively with them.

1.3.  
According to § 14 of the German Civil Code (BGB), an "entrepreneur" is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

1.4.  
Any deviating and/or supplementary terms and conditions, in particular the Customer's general terms and conditions, shall only become part of the contract if GMPTEC has expressly confirmed them in writing. These General Terms and Conditions shall apply exclusively, even if GMPTEC delivers to a Customer without any reservations in the knowledge of the Customer's General Terms and Conditions.

### **§ 2. Contracting Parties, Language, Conclusion of Contract**

2.1.  
The contracting party is GMPTEC GmbH, represented by the managing directors Marco John and Dominic Marx, Zur Deßel 17, D-31028 Gronau (Leine).

2.2.  
GMPTEC addresses its offers only to entrepreneurs and concludes contracts exclusively with entrepreneurs.

2.3.  
The language of the contract is German. In the event of a conflict between the German text of these General Terms and Conditions and the text of a translation into another language, the German text shall prevail.

2.4.  
GMPTEC's offers are subject to change without notice and are not binding. This shall also apply if GMPTEC has provided technical documentation, such as drawings or plans, to which GMPTEC reserves property rights and copyrights. The product presentation on the website [www.gmptec.de](http://www.gmptec.de) does not constitute a concrete offer of individual goods, but serves only to present the product portfolio of GMPTEC.

2.5.  
The Customer makes a binding declaration of intent for the conclusion of the contract when he places an order in response to a non-binding offer of GMPTEC.

2.6.  
GMPTEC shall be entitled to accept the contractual offer contained in the order within two weeks or to reject the acceptance of the order without giving reasons. The contract shall be concluded upon confirmation of the order in text form. The acceptance of an order by telephone does not constitute the conclusion of the contract.

2.7.  
The conclusion of the contract is subject to GMPTEC's correct and proper self-delivery. In the event that GMPTEC is not, not completely or not properly supplied by its own suppliers, without GMPTEC being responsible for this, GMPTEC shall be entitled not to perform or to perform only partially. In this case, the Customer will be informed immediately. Payments already made for the goods not to be delivered will be refunded immediately.

### **§ 3 Delivery Dates and Delay in Delivery**

3.1.  
The delivery dates stated in the order confirmation are non-binding estimates. Delivery dates shall only be binding if GMPTEC separately and expressly confirms them as binding in text form.

3.2.

The delivery period shall be deemed to have been complied with if the goods have been handed over by GMPTEC to the transport company by the expiry of the delivery period or if notice has been given that the goods are ready for collection.

3.3.

GMPTEC shall be released from its obligation to deliver in the event of force majeure, operational disruptions, strikes or other impediments at GMPTEC or its suppliers for which GMPTEC is not responsible for the duration of the disruption and its effects.

3.4.

In case of delay in delivery, the Customer shall be entitled to the following rights:

a.

GMPTEC shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which GMPTEC is responsible; fault on the part of GMPTEC's representatives or vicarious agents shall be attributed to GMPTEC. If the delay in delivery is not due to an intentional or grossly negligent breach of contract for which GMPTEC is responsible, GMPTEC's liability for damages shall be limited to the foreseeable, typically occurring damage.

b.

GMPTEC shall also be liable in accordance with the statutory provisions if the delay in delivery for which GMPTEC is responsible is due to the culpable breach of an essential contractual obligation; in this case, the liability for damages shall be limited to the foreseeable, typically occurring damage. Material contractual obligations are such obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer may regularly rely.

c.

If the delay in delivery is due to a culpable breach of a non-essential contractual obligation, the customer shall be entitled to demand compensation for the delay in the amount of a maximum of 10% of the delivery value. In this case, no further compensation shall be paid.

#### **§ 4 Transfer of risk**

The risk of accidental loss and accidental deterioration shall pass to the customer upon handover to the customer. If the goods are shipped, the transfer of risk, including the risk of delay, shall take place as soon as the goods are handed over to the transport company. This also applies if partial deliveries are made. It is equal to the handover if the customer is in default with the acceptance.

#### **§ 5 Shipping**

5.1 If GMPTEC is to deliver the goods to the Customer, this shall be agreed separately.

5.2 Unless otherwise agreed, GMPTEC shall be entitled to determine the type of shipment, such as the selection of the carrier, the shipping route and the packaging.

5.3 The costs shall be charged according to the actual expenditure.

5.4 If an agreed shipment is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer from the date of readiness for shipment. In such cases, GMPTEC shall store the goods at the Customer's expense and GMPTEC shall be entitled to charge the Customer 1% of the invoice amount of the stored delivery per month or part thereof, but not more than 10% of the invoice amount.

#### **§ 6. Prices / Terms of Payment**

6.1.

All prices are exclusive of the statutory value added tax and exclusive of packaging, transport and other ancillary costs "ex warehouse". All taxes, customs duties and other charges incurred in connection with the delivery of goods shall be paid by the Customer, except for taxes and charges incurred by GMPTEC itself.

6.2 Prices are based on material, labor and overhead costs at the time of order confirmation. If, after the conclusion of the contract and prior to the complete execution of the contract, there are cost increases in this respect for which GMPTEC is not responsible and which could not have been foreseen by GMPTEC in terms of calculation, GMPTEC shall be entitled to adjust the prices accordingly.

6.3.

For contractors outside the EU, GMPTEC only accepts payment in advance. For Contractors within the EU, payment by invoice can also be agreed upon. The payment in advance is due 14 days after order confirmation, the payment by invoice is due 14 days after invoice date without deduction. After expiry of these periods, the customer shall be in default of payment even without further reminder.

6.4.

Payments by bank transfer shall only be considered as made as soon as GMPTEC can freely dispose of them at the bank. Payments by check are only possible with the prior consent of GMPTEC.

6.5.

The statutory default rules shall apply, also with regard to the default interest. GMPTEC reserves the right to claim any further damage caused by default.

#### **§ 7. Set-off, rights of retention, assignment**

7.1.

The Buyer shall only have the right to set-off if his counterclaims have been legally established, are undisputed or have been acknowledged by GMPTEC.

7.2.

The Customer shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

7.3.

The assignment of claims of the Customer arising from the contractual relationship is excluded.

## **§ 8 Retention of title**

8.1.

The object of sale shall remain the property of GMPTEC until payment has been made in full. If the value of the goods subject to retention of title exceeds 20% of the claim to be secured under the current business relationship, GMPTEC shall be obliged to release the goods subject to retention of title upon the Customer's request.

8.2.

During the existence of the retention of title, the Customer is obliged to handle the goods with care. The Customer shall immediately inform GMPTEC in text form of any seizure of the goods by third parties, in particular of any execution measures, as well as of any damage to or destruction of the goods. The Customer shall notify GMPTEC without undue delay of any change of ownership of the goods and of its own change of address. All damages and costs arising from a breach of these obligations and from necessary intervention measures against third party access to the goods shall be reimbursed to GMPTEC by the Customer.

8.3.

GMPTEC shall be entitled to withdraw from the contract and to demand the return of the goods in case of a breach of contract by the Customer, in particular in case of default of payment. This shall also apply in the event of a breach of an obligation under § 8.2, if adherence to the contract is no longer reasonable.

8.4.

The Customer shall be entitled to resell the goods in the ordinary course of business. He hereby assigns to GMPTEC all claims of the invoice amount resulting from the resale up to the amount of any co-ownership share (see § 8.6.) of GMPTEC. GMPTEC accepts this assignment. After the assignment, the Customer is authorized to collect the claim. GMPTEC reserves the right to collect the claim itself as soon as the Customer is in default of payment.

8.5.

In the event of resale, the Customer shall be obliged to secure GMPTEC's rights to the goods subject to retention of title, in particular to pass on the retention of title to the purchaser. If GMPTEC considers the realization of its claims to be at risk, the Customer shall, upon GMPTEC's request, enable GMPTEC to take back the goods subject to retention of title or to notify its customers of the assignment of claims and to provide GMPTEC with all necessary information and documents. The taking back of goods subject to retention of title does not mean the withdrawal from the contract.

8.6.

The processing of the goods by the Customer may be carried out exclusively in the name and on behalf of GMPTEC. If the goods are processed, GMPTEC shall acquire co-ownership of the new item in proportion to the value of the goods delivered by GMPTEC. The same shall apply if the goods are processed or mixed with other items not belonging to GMPTEC.

## **§ 9 Warranty / Commercial obligation to give notice of defects**

9.1.

In the event of defects covered by warranty, GMPTEC shall, at its own option, remedy such defects or deliver new goods. GMPTEC may, however, refuse to remedy the defect or to supply a replacement if such remedy or replacement is only possible at disproportionate costs and if another way of remedying the defect does not involve any substantial disadvantages for the Customer.

9.2.

If GMPTEC does not succeed in remedying the defect in the delivered goods within a reasonable period of time, the Customer shall have the rights to which it is entitled by law. In case of only minor defects, however, the Customer shall not be entitled to withdraw from the contract. In case of a claim for damages by the Customer, reference is made to the limitations of liability according to § 10.

9.3.

The delivered goods shall be inspected by the Customer immediately after delivery and, if a defect becomes apparent, GMPTEC shall be notified of the defect in text form without delay. If the Customer fails to notify GMPTEC, the goods shall be deemed to have been accepted in case of visible defects. If a defect is discovered later, the notification shall be made immediately after discovery. Otherwise, the goods shall be deemed approved also in view of this defect and warranty claims shall be excluded in this respect. The timely dispatch of the notification shall be sufficient to preserve the rights. If GMPTEC is accused of having fraudulently concealed the defect, the foregoing shall not apply.

9.4.

Claims for defects with respect to the goods delivered by GMPTEC shall become statute-barred one year after delivery, unless special statutory provisions apply. The limitation periods under the Product Liability Act shall remain unaffected.

9.5.

Excluded from the warranty are parts subject to wear and tear, transport damage as well as damage resulting from improper handling or as a result of improper application or improper use or damage resulting from chemical, electronic or weather-related influences, insofar as the suitability of the goods has not been expressly warranted in this respect.

## **§ 10 Limitation of liability**

10.1.

GMPTEC shall be liable without limitation for damages resulting from injury to life, body or health caused by an intentional or negligent breach of duty by GMPTEC or a legal representative or vicarious agent of GMPTEC. GMPTEC shall further be liable for any damage caused by a grossly negligent breach of duty or by a wilful or grossly negligent breach of duty by a legal representative or vicarious

agent of GMPTEC. The same shall apply in the event of breaches of material contractual obligations or the statutory provision of product liability.

10.2.

In case of only slightly negligent breach of duty, the liability of GMPTEC and its legal representatives and vicarious agents shall be limited to the foreseeable, typical and direct average damage. GMPTEC, its legal representatives and vicarious agents shall not be liable for slightly negligent breaches of non-material contractual obligations. Material contractual obligations are such obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Buyer may regularly rely. GMPTEC shall not be liable for the merely negligent breach of secondary contractual obligations.

10.3.

Insofar as GMPTEC is held liable by the Customer as manufacturer according to the provisions of the Product Liability Act, the following shall apply in relation to the Customer, who is (co-)manufacturer but not the injured party, in deviation from § 5 sentence 2 of the Product Liability Act:

Insofar as the manufacturer is an entrepreneur, GMPTEC shall only be liable as (co-)manufacturer of the product, subject to the further requirements under the Product Liability Act, if GMPTEC is proven to have been grossly negligent with regard to the causation of the defect by the Customer. Otherwise, the Customer shall be obliged to indemnify GMPTEC upon first request. This shall not apply in case of bodily injury, damage to health or loss of life of the injured party, which are attributable to GMPTEC. Other claims under the Product Liability Act shall remain unaffected by the limitation of liability.

10.4.

Any further liability, in particular for loss of profit, is excluded.

## **§ 11 Data Protection**

GMPTEC points out that the customer data will be stored and processed within the scope of the purpose of this contract. Further details can be found in the separate data protection declaration.

## **§ 12 Industrial property rights/copyrights**

12.1.

If the goods are manufactured on the basis of drawings or other information provided by the Customer, the Customer alone shall be responsible for ensuring that the industrial property rights of third parties are not infringed in this respect. The Customer shall indemnify GMPTEC against all claims of third parties in this respect for infringement of industrial property rights (including costs of litigation) and shall support GMPTEC to the best of its ability in any litigation at the Customer's request.

12.2.

All third-party and own logos, images and graphics displayed are the property of the respective companies and are subject to the copyright of the respective licensors. All photos, logos, layouts, texts, reports, scripts and programming routines displayed on these pages, which are proprietary developments of GMPTEC or have been prepared by GMPTEC, may not be copied or otherwise used without consent.

## **§ 13 Place of performance, place of jurisdiction, applicable law**

13.1.

The place of performance for all obligations under the contract with GMPTEC shall be Gronau (Leine).

13.2.

The place of jurisdiction for all legal disputes arising from the contract with the Customer as an entrepreneur, a legal entity under public law or a special fund under public law shall be the registered office of GMPTEC; GMPTEC shall also be entitled to bring an action at the registered office of the Customer or at the registered office of the branch of the Customer.

13.3.

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**GMPTEC GmbH, June 2023**