Girnghuber GmbH
Ludwig-Girnghuber-Straße 1
84163 Marklkofen

FOR ORDERS – WITH DELIVERY EX-WORKS FROM GIMA MARKLKOFEN

TERMS AND CONDITIONS OF SALES AND DELIVERY

1. General information

These terms and conditions of delivery and payment are an integral part of all offers and contracts for deliveries and services from the seller. Deviating agreements and terms and conditions only become binding if they are confirmed in writing by the seller.

2. Offers

1) Offers are non-binding until the contract is concluded. Prices are ex-works.
2) Clay brick products are homogeneous bulk goods that are produced in a natural firing process.
3) Samples of any kind and size, test specimens, illustrations, and descriptions can thus only be considered approximations.
4) Information and advice on the processing and application possibilities of our products are provided to the best of our knowledge, but without obligation and under exclusion of any liability. This does not apply to grossly negligent or wilful breaches of contractual or pre-contractual obligations or where expressly guaranteed properties are absent, nor in the case of mandatory statutory liability under the German Act on Liability for Defective Products.
5) Orders placed in writing, orally, by telephone, telex, or to our sales representatives in any form are only binding for us if they have been confirmed by us in writing and approved for production in writing by the customer.

3. Delivery and transfer of risk

1) Delivery is ex-works.
2) The risk passes to the buyer when goods are loaded for shipping.
3) Agreed delivery is at the expense and risk of the buyer. It presupposes that the unloading point is accessible by heavy-goods vehicle and that it is suitable for unloading. The buyer is liable for damages that occur if these conditions are not in

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place. They are also liable for damage that occurs if the delivery vehicle is not unloaded immediately or is unloaded improperly for reasons for which they are responsible.

4. Delivery time, disruption to delivery and cost increases

1) Binding delivery dates require express agreement.
2) Unforeseen events of force majeure and other unforeseeable exceptional circumstances, which include, but are not limited to, shortages of materials, energy, labour and transport capacity, production disruptions including misfire, industrial action, late delivery by upstream suppliers, transport disruptions, and official orders, which make the seller unable to fulfil their delivery obligations, shall release the seller for the duration of the effects, or in the event of the impossibility of delivery or service, release them in full of their obligation to deliver the goods or perform the service. The seller shall inform the buyer immediately of the occurrence of such an event.
3) If the seller is unable to fulfil their obligations or is unable to fulfil them in due time for reasons other than those specified in paragraph 2, they shall be liable for intent and gross negligence.
4) If cost increases, in particular for energy and personnel, the extent of which was not foreseeable and which make it unreasonable to stick to the agreed price, occur between the conclusion of the contract and delivery, the parties will renegotiate the price.
5) The buyer undertakes to accept the ordered quantity in full. Custom-made products are excluded from exchange and return.
6) Delays by the buyer in fulfilling their contractual obligations – particularly with regard to any agreed advance payments or other financial requirements – shall entitle the seller to postpone the delivery dates by a period equal to the duration of the buyer's delay, without prejudice to any other rights granted to the seller under the agreement.
7) In the event that the buyer fails to comply with the payment terms for current or already-completed deliveries, the seller shall be entitled, in addition to the right to terminate the agreement, to suspend further deliveries.
8) In the event that goods ready for dispatch cannot be delivered for reasons not attributable to the seller, the seller shall be entitled to issue an invoice 15 days after notification of readiness for dispatch.

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9) The agreed payment terms shall then take effect. The goods shall be stored in the name and at the expense of the buyer. If stored by GIMA, a fee of €5.00 per pallet of stored goods shall be charged for each commenced month. In the case of third-party storage, the actual storage fees incurred shall be charged, plus a handling fee on the part of the seller. Upon payment of the stated storage costs, which must be made by bank transfer to the bank account specified by the seller, the seller shall be liable to ensure that the goods are stored in a manner that protects them from deterioration.

10) Except for this undertaking, any liability, obligation, or assumption of risk by the seller in relation to the stored goods is expressly excluded.

11) In the event that the buyer, for whatever reason, requests a postponement of the entire delivery or part thereof, or under any circumstances actively or by omission causes the postponement or even the failure of the delivery, the seller shall have the right, in succession to (4), and without prejudice to any other rights, to retain the goods by storing them at their own or on third-party premises and to charge the buyer the following contractual penalties from the point of notification of the availability of the goods:

- No contractual penalty will be charged for the first month of storage.
- From the second to the fourth month of storage, a contractual penalty of €1 per pallet of stored goods will be charged for each month or part thereof, in addition to the storage costs.
- From the fifth month of storage, a contractual penalty of €2 per pallet of stored goods will be charged for each month or part thereof, in addition to the storage costs. The contractual penalty will be calculated in view of the financial expense to be borne by the seller in relation to the missed delivery.
- The seller also has the right to have the delivery carried out at any time or, in any case, to demand the acceptance of the goods from the buyer upon first request. Furthermore, any other right granted by law or under the contract is applicable.

5. Payment

1) The purchase price is to be paid upon receipt of the goods.

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2) If no payment term is agreed, invoices are due without deductions 30 days after the invoice date.
3) Cheques or bills of exchange are accepted only for collection and shall not constitute payment until honoured. Discounts, expenses, and costs are borne by the buyer.
4) The seller is entitled to charge interest on the monetary debt during the default at a rate of 5 percentage points (consumers) or 8 percentage points (entrepreneurs) above the base interest rate of the ECB. The right to assert further damages is reserved.
5) In the event of reasonable doubt as to the creditworthiness of the buyer, the seller is entitled to make further deliveries only against advance payment, to make all outstanding – even deferred – invoice amounts due immediately, and to demand immediate cash payment or security deposits, including for bills of exchange.
6) The buyer can only assert a right of retention if it is based on the same contractual relationship.
7) They can only charge undisputed or legally established counterclaims.
8) For delivery contracts that have not yet been executed in whole or in part, the seller is entitled to refuse performance without liability for damages in the event of default of payment, or to demand advance payment or satisfactory security, without the need to grant a grace period. This also applies if the seller becomes aware of facts about the payment relationships of a customer that give rise to doubts about the customer's solvency.

6. Notice of defects, warranty and liability

1) The buyer must inspect the delivered goods without delay. Recognisable defects, quantity differences or incorrect deliveries must be reported to the seller in writing within one week at the latest, but in any case, before combination, mixing, or processing. The seller must be given the opportunity to jointly assess the reported complaints and to be present for the removal of samples for material tests.
2) The relevant DIN standards are material for the products to be supplied, unless otherwise agreed. A reference to DIN standards only constitutes a description of the goods. An assurance of characteristics within the meaning of Section 459 (2) of the German Civil Code (BGB) must be expressly agreed and designated as such. Minor damage or colour deviations occurring during the manufacture, transport, or

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processing of coarse ceramic products, which do not significantly impair the regular usability, are no more open to objection than customary breakage.

3) In the event of a justified notice of defects by the buyer in due time, the seller may, at their discretion, either provide supplementary performance (rectification), supply replacements, or convert or reduce the defects, excluding claims for damages. If the seller does not make use of these rights or if the replacement delivery fails, the buyer shall be entitled to the statutory warranty claims.

4) For other legal reasons, the seller is only liable if they are responsible for intent or gross negligence. This applies neither to the compensation of bodily injury or damage to health, nor to the compensation of damage to privately used property, which is based on the strict liability of the German Act on Liability for Defective Products.

5) Rejected or disputed goods may only be returned with the express consent of the seller. Rejected or disputed partial deliveries do not release the buyer from the obligation to purchase the remaining quantity.

6) Failure to comply with the payment obligation releases the seller from any warranty obligation unless at least an appropriate part of the fee, taking into account the defects, is paid.

7. Retention of title and securing claims

1) The delivered goods remain the property of the seller until payment of all claims arising from the business relationship and the claims still arising in connection with the object of purchase (reserved goods).

2) Processing, combining, or mixing by the buyer is carried out on behalf of the seller, without generation of obligations on their part. To the extent that the seller does not already acquire ownership or co-ownership by operation of law, the buyer hereby transfers to the seller, with immediate effect, co-ownership in the value of the goods subject to retention of title in the item resulting therefrom, and shall hold such item in safekeeping for the seller with due commercial care as goods subject to retention of title.

3) If the buyer sells goods subject to retention of title or incorporates them into real property, the buyer hereby assigns to the seller, with immediate effect, the claims arising therefrom in the value of the goods subject to retention of title, together with

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all associated rights, including the right to the granting of a security mortgage with priority over the remainder. If the buyer is the owner of the real property, the advance assignment shall likewise cover any claims arising from the sale of the property or property rights. The advance assignment also extends to any balance claims of the buyer.

4) Subject to the transfer of co-ownership and claims, and reserving the right of revocation, the seller authorises the buyer to sell, process, and collect assigned claims relating to goods subject to retention of title in the ordinary course of business. The buyer is not entitled to make any other dispositions, in particular pledging, transfer by way of security, or further assignment.
5) The buyer shall be obliged to inform the seller without delay of any third-party access to the goods subject to retention of title or to the assigned claims, and to provide the seller with all information and documentation required for legal enforcement.
6) If the buyer fails to fulfil their obligations towards the seller, or if reasonable doubts arise regarding the buyer's creditworthiness, the buyer shall, at the seller's request, return the goods subject to retention of title, disclose the assigned claims, and provide the seller with all documents and information necessary for the collection of such claims.
7) At the request of the buyer, the seller shall be obliged to release any securities granted, at the seller's discretion, if their value exceeds the seller's claims by more than 10%.

8. Special provisions

The above terms and conditions of delivery and payment shall apply to a merchant where the contract forms part of the operation of their commercial business, and likewise to a legal entity under public law and to a special fund under public law. In all other cases, they shall apply subject to the following proviso:

1) In the cases referred to in Section 4, para. 3, the seller shall be liable to the buyer up to the amount of the difference between the contract price and the amount expended by the buyer for a cover purchase, taking into account the buyer's duty to mitigate damages, unless the delay in performance or impossibility is due to intent or gross negligence.

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2) The negotiation of a price increase, which is possible under Section 4, para. 4, requires a period of at least four months between the conclusion of the contract and the agreed delivery date.
3) The notification obligation under Section 6, para. 1, applies to all obvious defects, quantity differences, or incorrect deliveries. For all other notices of defects, the statutory provisions apply.

9. Place of performance and jurisdiction

1) The place of performance is the registered office of the supplier.
2) The place of jurisdiction, including for cheque and bill of exchange claims, is the seller's registered office, provided that the requirements of Section 38 of the German Code of Civil Procedure (ZPO) are met.
3) In non-commercial transactions, the place of jurisdiction is the defendant's domestic domicile, not the registered office of the supplier.
4) These terms and conditions shall remain binding in all other respects even if individual provisions are legally invalid. This shall not apply where adherence to the relevant provisions would constitute an unreasonable hardship for one of the parties. In addition to the general terms and conditions of sale, which are set out on the reverse of our offers or order confirmations and are enclosed again here as a precaution, the following additional conditions shall be deemed agreed.

Supplement to Section 4: Delivery dates; Acceptance

1) The buyer undertakes to accept the ordered quantity in full. Custom-made products are excluded from exchange and return.
2) Delays by the buyer in fulfilling their contractual obligations – particularly with regard to any agreed advance payments or other financial requirements – shall entitle the seller to postpone the delivery dates by a period equal to the duration of the buyer's delay, without prejudice to any other rights granted to the seller under the agreement.

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3) In the event that the buyer fails to comply with the payment terms for current or already-completed deliveries, the seller shall be entitled, in addition to the right to terminate the agreement, to suspend further deliveries.

4) In the event that goods ready for dispatch cannot be delivered for reasons not attributable to the seller, the seller shall be entitled to issue an invoice 15 days after notification of readiness for dispatch. The agreed payment terms shall then take effect. The goods shall be stored in the name and at the expense of the buyer. If stored by GIMA, a fee of €5.00 per pallet of stored goods shall be charged for each commenced month. In the case of third-party storage, the actual storage fees incurred shall be charged, plus a handling fee on the part of the seller. Upon payment of the stated storage costs, which must be made by bank transfer to the bank account specified by the seller, the seller shall be liable to ensure that the goods are stored in a manner that protects them from deterioration. Except for this undertaking, any liability, obligation, or assumption of risk by the seller in relation to the stored goods is expressly excluded. In the event that the buyer, for whatever reason, requests a postponement of the entire delivery or part thereof, or under any circumstances actively or by omission causes the postponement or even the failure of the delivery, the seller shall have the right, in succession to (4), and without prejudice to any other rights, to retain the goods by storing them at their own or on third-party premises and to charge the buyer the following contractual penalties from the point of notification of the availability of the goods:

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from the buyer upon first request. Furthermore, any other right granted by law or under the agreement is also applicable.