

# General Terms and Conditions of Sale (GTC) Globus Gummiwerke GmbH



## § 1 General

- 1.1 These General Terms and Conditions of Globus Gummiwerke GmbH (hereinafter referred to as "Globus") apply exclusively to all purchase and delivery contracts between Globus and its customers. Terms and conditions that conflict with or deviate from these General Terms and Conditions will not be accepted unless Globus has expressly agreed to their validity in writing.
- 1.2 These General Terms and Conditions shall also apply if Globus executes the contractually owed service/delivery without reservation, despite being aware of the customer's terms and conditions that conflict with or deviate from these General Terms and Conditions.
- 1.3 No verbal side agreements have been made. Any agreements deviating from or supplementing these General Terms and Conditions must be documented in writing.

## § 2 Conclusion

- 2.1 Offers from Globus are non-binding.
- 2.2 Globus may accept orders from the customer, which constitute offers in accordance with § 145 of the German Civil Code (BGB), within four weeks, particularly if Globus executes the delivery within this period.
- 2.3 Globus reserves all property rights and copyrights to offer documents, especially drawings, models, samples, cost estimates, or other documents provided to the customer by Globus. These documents and the information contained therein must be kept confidential and may not be disclosed to third parties without Globus' express written consent. They are to be returned to Globus immediately—without retaining copies—if a contract is not concluded.
- 2.4 Orders only become binding upon receiving an order confirmation from Globus. This order confirmation is decisive for the nature and scope of the contractual performance obligations.
- 2.5 For call-off orders, Globus is entitled to procure the material for the entire order and to produce the entire order quantity immediately. Customer change requests cannot be accommodated once the order has been placed unless this has been expressly agreed upon.

### **§ 3 Prices**

- 3.1 Unless otherwise stated in Globus' order confirmation, Globus' prices are net plus VAT. If there is a change in statutory value-added tax between the contract's conclusion and delivery, the VAT applicable on the delivery day will be charged, and the customer will be charged or refunded the resulting difference.
- 3.2 Changes in raw materials, wages, energy, and/or other costs that were not foreseeable by Globus at the time of order confirmation and for which Globus is not responsible, entitle Globus to make appropriate price adjustments.
- 3.3 If more than four months pass between the contract's conclusion and delivery, Globus is entitled to increase its prices in line with the respective market price, up to a maximum of 5%.
- 3.4 The deduction of cash discounts is only permitted with a separate written agreement.
- 3.5 Costs for packaging and freight will be invoiced separately unless otherwise agreed. For deliveries abroad, the customer is responsible for customs duties and/or import taxes.
- 3.6 Globus reserves the right to charge for test parts and the molds and tools required for their production. In case of doubt, payment is due after the acceptance of the first samples, test parts, molds, or tools. The procurement or manufacturing costs of the molds and tools required for serial production will be invoiced by Globus, unless otherwise agreed. All molds and tools manufactured or procured by Globus remain Globus' property in any case. This also applies if their procurement or production costs are borne wholly or partly by the customer.
- 3.7 In the case of partial deliveries, each delivery may be invoiced separately.

### **§ 4 Terms of Payment**

- 4.1 The payment terms are detailed in Globus' order confirmation.
- 4.2 Invoices from Globus are due immediately upon receipt and must be settled without any deductions. In the event of late payment by the customer, Globus is entitled to charge default interest at a rate of 9 percentage points above the base interest rate for the duration of the delay. Globus expressly reserves the right to claim further damages.
- 4.3 If, after the conclusion of the contract, it becomes evident that Globus' payment claim is jeopardized by the customer's inability to pay, particularly due to a lack of creditworthiness, Globus is entitled to demand immediate security or cash payment for all delivered but unpaid goods, and for all goods yet to be delivered, without any deductions, as well as to demand advance payment for all future deliveries and to withhold further deliveries. If the customer does not meet these obligations in a timely manner, Globus has the right to refuse delivery, withdraw from the contract, and claim damages.

- 4.4 The customer may only offset with undisputed or legally established counterclaims. The customer is not entitled to withhold payments due to claims from other contractual relationships.

## **§ 5 Delivery and Delivery time**

- 5.1 The scope of services owed by Globus for the delivery is defined in the order confirmation.
- 5.2 For the execution of the delivery, any customer-provided drawings and plans, especially concerning their specific measurements, are binding. The customer shall bear any delays and additional costs resulting from incorrect information in these documents.
- 5.3 In the case of manufactured goods, the quantities ordered may be exceeded or undercut by up to 10% for production reasons; for small orders, the variation can be up to  $\pm 15\%$ .
- 5.4 Globus is entitled to make partial deliveries to a reasonable extent.
- 5.5 Delivery dates or periods are generally non-binding unless expressly declared as "binding" in the order confirmation.
- 5.5.1 A binding delivery date or period is contingent upon Globus receiving the correct, complete, and timely delivery from its upstream supplier, with whom Globus has entered into a corresponding cover transaction on behalf of the customer's contract.
- 5.5.2 The delivery deadline is considered met if the delivery item has left Globus' factory by the deadline's end or if Globus has notified the customer of its readiness for shipment.
- 5.5.3 The delivery period does not commence until the customer has fulfilled all obligations, such as providing technical data, documents, approvals, and any required deposits or payment guarantees.
- 5.6 If Globus is prevented from timely fulfilling its obligations due to unforeseen circumstances beyond its control, such as force majeure, natural disasters, industrial disputes, governmental interventions, supply difficulties, traffic disruptions, extraordinary traffic conditions, unforeseeable operational disruptions, or unforeseeable delays from upstream suppliers, the performance obligation is suspended for the duration and extent of the impact. Globus assumes no procurement risk in these cases.
- 5.6.1 Globus will immediately inform the customer about the occurrence and reasons for the temporary hindrance or impossibility of performance.
- 5.6.2 Where possible, Globus will seek to obtain a replacement without delay. Should costs increase in the case of replacement, Globus is entitled to adjust prices accordingly and will inform the customer in advance about the possibility of replacement and any price adjustments.

- 5.6.3 If the suspension of performance obligations or the price adjustment is unreasonable for the customer, the customer is entitled to withdraw from the contract after setting a reasonable deadline. Setting a deadline is not necessary in cases specified by law.
- 5.6.4 Globus is not liable for non-performance or delayed performance for the reasons mentioned above. Claims for damages or reimbursement of expenses are excluded according to § 9, except when a partial performance has been provided, and the customer has no interest in it.

## **§ 6 Transfer of Risk and Acceptance**

- 6.1 Unless otherwise agreed, delivery is made "ex works". The risk of accidental loss and accidental deterioration of the goods passes to the customer upon handing over to the shipping agent, irrespective of who bears the freight costs. The same applies in the event of readiness for dispatch notification if delivery is omitted due to reasons attributable to the customer. If an acceptance is required, it is decisive for the transfer of risk and must be carried out immediately on the specified date or, alternatively, after Globus has notified of its readiness for acceptance.

Insofar as an acceptance has to take place, this is decisive for the transfer of risk. It must be carried out immediately on the acceptance date or, alternatively, after Globus has notified it of its readiness for acceptance.

- 6.2 If dispatch or acceptance is delayed or not executed due to circumstances not attributable to Globus, the risk passes to the customer from the day of readiness for dispatch or acceptance notification.

## **§ 7 Retention of Title**

- 7.1 Globus retains ownership of all goods delivered until all claims arising from the business relationship have been fully settled.
- 7.2 The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. However, the customer hereby assigns to Globus all claims arising from the resale of the goods, as a precaution, until all current and future receivables from the business relationship have been fully paid. This assignment applies regardless of whether the goods subject to retention of title are resold without or after processing, mixing, or combination. If the goods are in the possession of a third party, the customer also assigns to Globus his claims against the third party, particularly restitution claims. Globus accepts the assignment.
- 7.3 The retention of title extends to the products resulting from the processing, mixing, or combination of Globus' goods at their full value, with these processes being carried out for Globus, so that Globus is considered the manufacturer. If processing, mixing, or combination occurs with goods of third parties and their ownership rights remain, Globus acquires co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. If Globus' ownership ceases due to combination or mixing,

the customer transfers ownership rights to the new stock or item to Globus to the extent of the invoice value of Globus' delivered goods.

- 7.4 The customer's right to dispose of the goods subject to retention of title ceases if the customer experiences or is in imminent risk of financial collapse, and Globus revokes its consent to dispose of the goods or asserts its right to confiscate due to the customer's conduct, especially due to payment default. If the security interests of Globus are compromised or endangered by actions of third parties, the customer is obligated to notify Globus without delay.
- 7.5 In case of contractual breaches by the customer, particularly payment default, Globus is entitled to reclaim the goods after setting a reasonable deadline. Reclaiming the goods by Globus constitutes withdrawal from the contract. Globus is entitled to utilize the reclaimed goods, with the proceeds being offset against the customer's liabilities minus reasonable disposal costs.

### **§ 8 Notification of Defects, Warranty Rights**

- 8.1 The customer's warranty rights are contingent upon the customer properly fulfilling its inspection and notification obligations under Section 377 of the German Commercial Code (HGB). The customer must inspect the delivered goods promptly for contract compliance. Any shortages, incorrect deliveries, and identifiable defects must be reported to Globus immediately in writing, specifying the complaint. Defects that become apparent later must be reported immediately upon discovery in the prescribed manner. Globus will promptly process complaints. Upon request, the customer must provide defective sample parts for inspection at our factory, carriage paid.
- 8.2 In the event of complaints, the customer must give Globus the immediate opportunity to inspect the goods in question. The goods in question shall be made available to Globus upon request and at Globus' expense. Globus reserves the right to charge the customer for the costs incurred for transport and inspection in case of unjustified complaints.
- 8.3 Should the delivered goods be defective, Globus must first be given the opportunity to remedy the defect, either by repair or replacement, especially before the commencement of production (processing or installation).

In the event of defect remediation, Globus is required to cover all expenses necessary for rectifying the defects, specifically including transport, travel, labor, and material costs. Globus will not bear these costs to the extent that they have incurred because the goods delivered by Globus were moved to a location different from the agreed-upon place of performance after the transfer of risk. However, this exclusion does not apply if the relocation of the goods aligns with their intended use, and Globus has been made aware of this movement.

- 8.4 The customer is entitled to rescind the contract or reduce the purchase price if the defect cannot be remedied within a reasonable deadline set by the customer, or if the remedy would incur disproportionately high costs for Globus, is unreasonable, or is considered failed for other reasons. However, the

customer is not entitled to rescission for minor defects. The right to self-remedy by the customer is excluded. Globus' liability for damages and reimbursement of expenses is limited in accordance with § 9.

- 8.5 Further claims by the customer remain unaffected in case of fraudulent concealment of defects or the assumption of a quality guarantee by Globus.
- 8.6 Globus is not liable for defects arising from materials provided by the customer, a design prescribed by the customer, improper maintenance, faulty repairs, modifications without Globus' written consent, normal wear and tear, or temporary repairs made at the customer's request.
- 8.7 Warranty claims and competing claims from non-contractual liability become statute-barred one year after the risk transfers according to § 6. For claims for damages in the instances of § 9.1 sentence 1 and § 9.2 sentence 2, the statutory limitation periods remain unaffected.

#### **§ 9 Liability for Damages**

- 9.1 Globus shall only be liable for damages, regardless of the legal grounds, in the event of intent or gross negligence on the part of its organs or assistants. The above exclusion of liability for simple negligence does not apply to the breach of material contractual obligations. In the event of a breach of essential contractual obligations, liability is limited to typical, foreseeable damages.
- 9.2 Globus is liable for damages, regardless of the legal basis, only in cases of intent or gross negligence by its executives or vicarious agents. The aforementioned exclusion of liability for simple negligence does not apply to the violation of essential contractual obligations. In the event of a breach of essential contractual obligations, liability is limited to typical, foreseeable damages.
- 9.3 Liability for damages resulting from a guarantee provided by Globus, as well as liability under the Product Liability Act or other mandatory statutes, remains unaffected by the aforementioned provisions. The same applies to damages resulting from injury to life, limb, or health.
- 9.4 Liability for damages due to a guarantee assumed by Globus as well as due to liability under the Product Liability Act or other mandatory standards remains unaffected by the above provisions. The same applies to the causation of damage resulting from injury to life, limb or health.
- 9.5 Globus is not liable for damages resulting from the contractual object not being used according to Globus' specifications; damages resulting from inadequate or non-existent maintenance of the contractual object, which the customer did not commission Globus to perform; or damage caused by parts of the contractual object on which third parties have performed repair work, repairs, or other modifications not demonstrably attributable to a breach of duty by Globus.

## **§ 10 Confidentiality**

- 10.1 The customer must keep all technical and business knowledge and information obtained from Globus within the context of the supply relationship (hereinafter referred to as "confidential information") secret from third parties, even beyond the duration of the supply relationship, as long as and to the extent that it cannot prove that this confidential information was already known or obvious to the customer at the time of acquisition or later became apparent through no fault of its own, or have been independently developed by the customer or obtained from a third party without breaching the confidentiality obligation.
- 10.2 Documents containing confidential information disclosed by Globus, especially drawings exchanged during cooperation, remain the property of Globus and must be surrendered upon Globus' request, at the latest upon termination of the supply relationship. Any licensing of confidential information requires a written agreement.
- 10.3 The customer is not entitled to a right of retention with regard to confidential information or corresponding documents and materials.

## **§ 11 Jurisdiction, Applicable Law, Miscellaneous Agreements**

- 11.1 The exclusive jurisdiction for all present and future claims arising from the business relationship is the registered office of Globus in Ahrensböck. This jurisdiction also applies to disputes concerning the formation and validity of the contractual relationship.
- 11.2 The contractual relationship is governed by the law of the Federal Republic of Germany.
- 11.3 Should any part of these terms and conditions be invalid or waived, the validity of the remaining provisions remains unaffected. The parties are obliged to replace invalid provisions with valid ones that most closely approximate the meaning, purpose, and economic outcome of the invalid provisions in legal terms.