

General Terms and Conditions

for the supply of ground screws
from
Krinner Schraubfundamente GmbH („Krinner“)

1. General Information

- 1.1. These General Terms and Conditions shall apply unless modified by express written agreement between Krinner and the contractual partner.
- 1.2. Offer, acceptance of offer, confirmation of order, sale and delivery of our products are subject to these terms and conditions. Competing provisions presented by the contractual partner shall only become effective vis-à-vis Krinner if Krinner agrees thereto in writing.
- 1.3. These provisions form the basis of the entire business relationship between Krinner and the contractual partner and exclude any other terms and conditions. Krinner reserves the right to adapt the General Terms and Conditions. If the General Terms and Conditions are amended, Krinner shall inform the contractual partner accordingly.
- 1.4. Krinner reserves the right to correct any errors in purchasing brochures, price lists, and offer documents.
- 1.5. All legal relationships between Krinner and the contractual partner shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law/conflict of laws provisions.
- 1.6. For all disputes arising from the contractual relationship, the exclusive place of jurisdiction shall be Straßkirchen, Germany.
- 1.7. These General Terms and Conditions do not apply to consumers.

2. Offer, scope of delivery

- 2.1. The scope of the contract between Krinner and the contractual partner (together also referred to as the “Parties” and each individually a “Party”) is determined by Krinner’s written order confirmation. If the contract is entered by the timely acceptance of an offer made by Krinner Schraubfundamente GmbH, the offer is decisive. Additional agreements, changes and additions require the written confirmation of Krinner Schraubfundamente GmbH. Special productions as specified by the contracting partner (SMU - Special Makeup Unit) require the personal signature of the contracting partner’s authorised representative on the (construction) drawing.
- 2.2. All delivery items provided by Krinner Schraubfundamente GmbH are subject to customary deviations with regard to dimensions and other technical values.
- 2.3. Krinner Schraubfundamente GmbH is entitled to reasonable partial deliveries. Partial deliveries can be invoiced separately.

- 2.4. The delivery period begins no sooner than the dispatch of the order confirmation and receipt of the agreed down payment. A delivery is deemed to be timely if the delivery item is ready for collection/shipment by the end of the delivery period and the contractual partner has been notified.
- 2.5. In the event of a delay in delivery, the contractual partner shall set a reasonable deadline ("Grace Period") of not less than two weeks for performance and may withdraw from the contract after expiry of the Grace Period. In case of unforeseen events beyond the control of Krinner Schraubfundamente GmbH, such as strikes, lockouts and operational disruptions, the delivery period shall be extended accordingly, if such hindrances can be proven to have a considerable influence on the completion or delivery of the delivery item. Krinner Schraubfundamente GmbH is not responsible for the aforementioned circumstances even if they occur during a delay. In important cases, Krinner Schraubfundamente GmbH will inform the contractual partner of the beginning and end of such hindrances as soon as possible.
- 2.6. If Krinner performs only a part of the contractual obligations, the contractual partner may withdraw from the entire contract under the conditions specified in Clause 2.5 if the contractual partner has no interest in a partial service. The contractual partner bears the burden of proof to show the lack of interest in part performance.
- 2.7. If dispatch of goods is delayed at the request of the contractual partner, the costs incurred for storage shall be charged to the contractual partner for each month, starting one month after notification of readiness for dispatch; in the case of storage at Krinner Schraubfundamente GmbH, however, at least 0.5% of the total invoice amount shall be charged per month. However, Krinner Schraubfundamente GmbH is entitled, after setting and fruitless expiration of a reasonable period of time, to otherwise dispose of the stock and to supply the contractual partner within a reasonably extended period of time.
- 2.8. Compliance with the delivery period presupposes the fulfilment of all contractual and cooperation obligations of the contractual partner.

3. Prices, payment

- 3.1. In the absence of a special agreement, the prices shall apply ex warehouse, including loading in the warehouse, but excluding packaging. Prices quoted are net prices, unless expressly stated otherwise.
- 3.2. Payments can be made by bank transfer or in cash.
- 3.3. Representatives and other employees of Krinner Schraubfundamente GmbH are not entitled to accept payments without written authority to collect.
- 3.4. The contractual partner can only offset against our payment claims if its counterclaims are legally established, undisputed, ready for decision or expressly acknowledged by Krinner Schraubfundamente GmbH.
- 3.5. Interest on arrears shall be charged at 9 percentage points above the respective base rate in accordance with section 247 BGB (German Civil Code). Krinner reserves the right to claim higher damages.

4. Retention of title

- 4.1. Krinner Schraubfundamente GmbH retains title to the sold goods until receipt of all payments owed by the contractual partner under the contract.
- 4.2. In spite of Sec. 4.1. The contractual partner may resell the goods in the ordinary course of business as long as it is not in default. The purchase price claim of the contractual partner in the case of a resale is already now assigned to Krinner to secure the claims of Krinner from the business relationship. If the contractual partner sells the reserved goods together with other goods not belonging to K, the assignment shall be deemed to have been agreed in the amount of the agreed purchase price of the reserved goods plus 10%. The contractual partner is entitled to collect the assigned claims. In case of default in payment, suspension of payments, application for or opening of insolvency proceedings or other financial collapse of the contractual partner, Krinner is entitled to demand from the contractual partner the disclosure of the assigned claims and their debtors, furthermore that all information necessary for the collection of the claim is provided and the necessary documents are handed over.
- 4.3. If the contract of the third-party debtor with the contractual partner contains a restriction on assignment, the contractual partner must inform Krinner of this restriction immediately. In this case, the contractual partner authorises Krinner to collect the claims to which it is entitled pursuant to Sec. 4.2. in the name and for the account of the contractual partner. At the same time, the contractual partner irrevocably issues payment instructions to the third-party debtor in favour of Krinner Schraubfundamente GmbH.
- 4.4. If the value of the securities exceeds Krinner's payment by more than 10% , Krinner is obliged to release securities in the excess amount at the request of the contractual partner.
- 4.5. In the event of breach of contract by the contractual partner, including but not limited to default in payment, Krinner shall be entitled to take back the reserved goods that were sold under retention of title after a reminder and the contractual partner shall be obliged to surrender them. This taking back by Krinner Schraubfundamente GmbH does per se not constitute a withdrawal from the contract unless Krinner expressly declares this.

5. Material defects

- 5.1. The contractually agreed quality of the product is based on the respective product data sheet or the SMU customer drawing countersigned by the contractual partner (see Clause 2.1), unless additional or deviating features have been expressly agreed in writing. Product descriptions from other sources (e.g. advertising brochures, website, etc.) are not relevant.
- 5.2. Claims for defects become statute-barred in 12 months. The above provision shall not apply if the law e.g. in sections 438 (1) 2 b (buildings and items for buildings), 478 (1) (right of recourse) and 634a BGB prescribes mandatory longer limitation periods.
- 5.3. The limitation period for material defects begins with the delivery of the goods (transfer of risk).
- 5.4. If a material defect exists within the period of limitation, the cause of which already existed at the time of the transfer of risk, Krinner Schraubfundamente GmbH can remedy the defect or deliver a defect-free item as subsequent performance of its choice.
- 5.5. The period of limitation shall not begin again in the case of subsequent delivery.

- 5.6. If the supplementary performance fails, the contractual partner may – notwithstanding any claims for damages – withdraw from the contract or reduce the purchase price.
- 5.7. Clause 5.3 shall not apply if the goods have demonstrably been sold to a consumer by the contractual partner or the customer of the contractual partner without alteration, installation, or combination with another item.
- 5.8. If the contractual partner or the customer of the contractual partner uses the item in a manner deviating from the installation and/or operating instructions provided by Krinner Schraubfundamente GmbH, all claims of the contractual partner based on material defects are excluded.
- 5.9. The obligation of Krinner Schraubfundamente GmbH to pay damages and compensation for futile expenses within the meaning of section 284 BGB due to material defects is otherwise governed by Clause 6. Further claims of the contractual partner due to material defects or claims other than those regulated in this Clause 5 are excluded.

6. Instructions for use and safety information

- 6.1. The customer must take care to ensure that all [provisions] for the safe and intended use of all Krinner Schraubfundamente GmbH are observed and that all applicable legal provisions for their use are complied with. This also includes all necessary static calculations, project-related approvals, and safety precautions.
- 6.2. The user bears responsibility for ensuring, before the use of all Krinner Schraubfundamente GmbH products, that no underground lines – in particular gas lines or electrical lines – have been damaged during installation.

7. Claims for damages

- 7.1. Unless otherwise stipulated in these terms of delivery, Krinner Schraubfundamente GmbH shall be liable for damages and reimbursement of the futile expenses within the meaning of section 284 BGB (hereinafter referred to as "Damages") due to breach of contractual or non-contractual obligations only in the case of intent or gross negligence on the part of its legal representatives or agents, in the case of injury to life, limb or health, due to assumption of a guarantee or a procurement risk, due to breach of material contractual obligations, due to mandatory liability under the Product Liability Act or other mandatory liability. The compensation for Damages for the violation of material contractual obligations is however limited to the typical, foreseeable damages under the contract, unless intent or gross negligence on the part of the legal representatives or agents of Krinner Schraubfundamente GmbH exists or liability is assumed for injury to life, limb or health or the assumption of a guarantee or a procurement risk. A change in the burden of proof to the detriment of the contractual partner is not associated with the above provisions.

8. Severability

- 8.1. Should any provision be invalid, this shall not affect the validity of the other provisions.