



General Terms and Conditions

gpi green partners international GmbH & Co. KG, 45966 Gladbeck

I. Scope of application:

1. The following General Terms and Conditions apply to all business relations of **gpi** green partners international GmbH & Co. KG (referred to in the following as "**gpi**"), i.e. all contracts, deliveries and other services. These General Terms and Conditions also apply to any future business relations even if they have not been referred to expressly.
2. Any agreement made between the contractual parties is only legally valid when made in writing. Any further conditions or contractual clauses introduced by the contractual partner of **gpi** will be deemed to have been rejected until **gpi** agrees to these conditions in writing.
3. Any deviating General Terms and Conditions that deviate from these General Terms and Conditions are contradicted. They will not be deemed to have been agreed upon until **gpi** has approved them expressly in writing.

II. Conclusion and contents of contract:

1. The written order statement / declaration of acceptance by **gpi** is decisive for the conclusion of the contract, the content and the scope of deliveries. Any collateral agreements, amendments etc. must be made in writing to become effective.
2. A **gpi** order may only be accepted within two weeks.
3. The basis of price calculation is the price list valid at the time the contract was concluded. All prices exclude the respectively valid value added tax.

III. Delivery deadlines/delay in delivery:

1. A delivery from **gpi** takes place subject to our own suppliers delivering punctually and properly. Quick transactions require express written confirmation by **gpi**.
2. If the purchase contract or order specifies a delivery day, the deliverer is obliged to inform the buyer in writing if there is to be a delay in delivery.
3. If the non-adherence to delivery deadlines arises from a force majeure, e.g. mobilisation, war, uprising or similar events such as a strike or lockout, the deadline will be extended accordingly.
4. If the delivery date or deadline is culpably not observed, the buyer is obliged to set **gpi** a subsequent delivery period of at least ten working days in writing.
5. If **gpi** culpably fails to deliver within the deadline set, the buyer is entitled to withdraw from the contract. If **gpi** is responsible for the non-observance of bindingly agreed dates, the buyer is entitled to compensation for delay for every completed week of delay to the amount of 0.5 % per week up to a maximum of 5 % of the invoice value of the delivery or service affected by the delay. Liability limitation does not apply if **gpi** is found to have acted deliberately or with gross negligence or if **gpi** is mandatorily liable because of damage to life and limb.
6. If the delivery or shipment is postponed beyond the originally planned day at the buyer's request, **gpi** is entitled to invoice the buyer for storing, beginning on the 10th day after the announcement of being ready for dispatch, for 0.5 % of the total sum invoiced for every month commenced up to a maximum of 5 % of the total sum invoiced. Proof of higher or lower storage costs by either of the contractual parties remains unaffected.
7. In the event of delay in delivery of deliveries to **gpi**, **gpi** is entitled to demand flat delay compensation to the amount of 0.5 % of the invoice value of the deliveries or services affected by the delay. The supplier has the right to prove to **gpi** that the delay has caused little or no consequential damage to **gpi**. **gpi** reserves the right to any further legal claims.

IV. Terms and conditions of delivery:

1. Supply or shipment by **gpi** is concluded ex works or carriage paid at the buyer's expense. **gpi** is entitled to select the means of transport and/or mode of dispatch without any special agreements or instructions on the part of the buyer.
2. Packaging will be as customary for the business.
3. Should **gpi** deliver on returnable pallets, the buyer must exchange them immediately for pallets of equal value and in perfect condition. If a pallet account has been arranged with

a business partner instead, this will be coordinated regularly at the end of each month and the pallet account must be balanced on request within 14 days carriage paid. If there is neither an exchange nor a return of the pallets in the time stated above, **gpi** is entitled to invoice the pallets at the respective market price. However, transfer of ownership does not take place until the calculated purchase price has been paid. As long as the pallets remain the property of **gpi**, any other use is contradicted. If this should happen anyway, the buyer must compensate **gpi** for it.

4. **gpi** is entitled to execute partial deliveries to a tolerable extent.
5. Customary excess or short deliveries of up to 10 % of the amount ordered are permissible unless any deviation from an individual contractual amount is unacceptable to the buyer.
6. The delivery time and location as set out in orders placed by **gpi** are binding.

V. Transfer of risk:

1. The risk of accidental destruction and/or loss is transferred to the buyer on dispatch or handover to the person responsible for the transport.
2. This also applies when **gpi** assumes the transport itself or has one of its agents assume the transport.
3. Above and beyond this, the risk is transferred to the buyer as soon as the buyer, after receipt of notification of readiness for dispatch by **gpi**, is in default of acceptance.
4. **gpi** is entitled, but not obliged, to conclude special insurances for any risks associated with the transport on behalf of and for the account of the buyer.

VI. Conditions of payment:

1. **gpi** invoices are due immediately upon receipt of the goods or services and are payable within 10 days of receipt of the invoice without any deductions. If a payment that deviates from this regulation has been specifically agreed, then the term of payment is linked to the date of the invoice. The payment is deemed to have been rendered as soon as **gpi** is able to dispose of the amount. If the buyer does not pay within the performance deadline, i.e. within 10 days of receipt of the invoice or by the agreed term or payment, he will be deemed to be in arrears without a separate reminder.
2. If the time of the receipt of the invoice or payment plan or the receipt thereof is not certain, then the buyer will be deemed in arrears by 30 days after the due date of the debt und receipt of the goods at the latest.
3. If the buyer is in arrears, **gpi** can demand default interest of 8 % p.a. above the currently valid basic interest rate in accordance with Section 247 of the German Civil Code. The buyer can not object that **gpi** has only suffered low interest damage or none at all. The right to assert claims for further damages remains unaffected.
4. **gpi** is not obliged to accept bills of exchange. These will only be accepted in individual cases on the basis of special agreements on account of performance. Payment is not deemed to have been rendered until the cheque or bill of exchange has been cashed. Any discount and collection fees for the bill of exchange will be at the expense of the issuer when the debt is due and are payable immediately in cash.
5. Independently of any separately arranged payment agreements, any receivables due to **gpi** will become due immediately if circumstances arise in regard to the buyer that render adherence to the payment agreements no longer tenable. This is the case in the event of reasonable evidence of considerable deterioration of the buyer's financial situation, especially if payments are cancelled, there are cheque or bill of exchange protests or there is a delay in payment, if this means that the claim of **gpi** to the counterperformance is endangered by a lack of solvency on the part of the buyer. In such cases, **gpi** is also entitled to demand fulfilment step by step or to order further collateral. Furthermore, **gpi** is entitled to set the buyer an appropriate deadline by which the buyer must pay step by step in return for delivery or has to provide security. **gpi** decides which of these to choose. If the term expires without result, **gpi** can withdraw from the contract.
6. As part of the warranty for defects, the buyer may withhold payments from **gpi** after issuing the notice of defect but only to an extent that it is in an appropriate proportion to the defect(s) in question. In any other event, the buyer has no right to withhold payments from **gpi**.
7. The buyer is entitled to a right of offset against **gpi** only with undisputed or legally determined counterclaims.

VII. Rights of ownership:

1. The goods supplied (reserved goods) remain the property of **gpi** until the claims due to **gpi** from the buyer pertaining to the business relationship have been fulfilled in their entirety. The same applies to parts that **gpi** makes available to a supplier.
2. While the rights of ownership are in place, the buyer may not pledge them or assign them by way of collateral. In the event of seizure, confiscation or any other third-party disposals or interventions, the buyer must inform **gpi** immediately.
3. Any processing of reserved goods by the buyer must always be done in the name of and on behalf of **gpi**. In this case, the buyer's expectant right to the reserved goods is maintained for the processed reserved goods. If the reserved goods are processed together with other goods that do not belong to **gpi**, **gpi** will obtain co-ownership of the new item in the ratio of the final invoice value of the reserved goods supplied by **gpi** to the other processed objects at the time of the agreement. This also applies in the event of mixture. If the mixture is executed in such a way that the buyer's item is seen as the main element, it is agreed that the buyer will regularly assign co-ownership to **gpi** and maintain the sole and co-ownership that has come about in this way for **gpi**. In order to secure the claims of **gpi** against the buyer, the buyer will also assign all such claims that accrue to him against a third party by the connection or mixture of the reserved goods with a property to **gpi**, and **gpi** hereby accepts this assignment.
4. The buyer is entitled to sell on the reserved goods in normal business transactions, as long as he receives the agreed remuneration or no transfer ban has been agreed. The buyer will assign the claim for the purchase price arising from the further sale to **gpi** now by way of security. However, he remains entitled to collect the claims assigned by way of security until this authorisation is withdrawn. The authorisation can be withdrawn if the buyer culpably does not fulfil or no longer fulfils his contractual obligations. If the authorization to collect is revoked, **gpi** is entitled to notify the buyer regarding the effected assignment. The buyer must make the documents necessary for the notification of assignment and collection available immediately.
5. Selling on in normal business transactions does not apply if the buyer, contrary to 2 above, pledges the reserved goods to a third party or assigns them by way of collateral.
6. If the reserved goods are damaged or impaired in any other way, the buyer must inform **gpi** immediately. If the damage or impairment leads to claims by the buyer against third parties, he will assign these claims to **gpi** now by way of security.
7. Should the value of all security rights that **gpi** is entitled to exceed the amount of all secured claims by more than 20 %, **gpi** will, at the buyer's request, release an according part of the security rights.
8. In the event of violation of obligations by the buyer, especially default of payment, **gpi** is entitled to withdraw from the contract and take the reserved goods back. The buyer is obliged to release them. The taking back of the reserved goods or assertion of the right to ownership alone requires no withdrawal from the contract on the part of **gpi** and also does not constitute a conclusive declaration of withdrawal from the contract unless **gpi** expressly states that these actions are to be understood as a withdrawal.

VIII. Guarantee:

1. **gpi** is entitled to legal claims regarding guarantee and defect against its suppliers in their entirety. In particular, **gpi** retains all legal rights in connection with material defects or legal deficiencies (e.g. the right to choose between rectification and subsequent delivery).
2. The buyer must check the goods sent by **gpi** immediately to ensure they are in their proper condition and communicate any obvious defects to **gpi** in writing within seven days of receiving the goods. This deadline applies to any hidden defects commencing at the time they are discovered. Claims for defects against **gpi** do not apply to negligible deviations from the agreed condition or for negligible impairment of usability within the customary and legal tolerance limits for the respective goods or services.
3. If the complaint made of a **gpi** delivery is justified and there are defects present at the time of the passing of risk, **gpi** is entitled to choose between rectification (remedying the defect) and subsequent delivery (replacement).
4. If **gpi** is not in the position to execute a supplementary performance (rectification or subsequent delivery) or if **gpi** is entitled to refuse supplementary performance in accordance with Section 439 Paragraph 3 of the German Civil Code or if supplementary performance fails twice, the buyer is entitled to choose between withdrawing from the contract and demanding an according reduction in the purchase price.
5. Legal recourse claims on the part of the buyer against **gpi** are only valid to the extent that the legal preconditions are fulfilled. For this reason there are no recourse claims if the buyer has made agreements with his customer that go beyond the legal defect claims as part of a guarantee or good will.
6. If the legal regulations regarding consumer good purchase (Sections 474 ff. of the German Civil Code), in particular regarding recourse liability (Sections 478 ff. of the German Civil Code), are not applicable due to the lack of legal preconditions, there will be a guarantee period of one year.
7. The legal consequences of a violation of the commercial obligation of examination and notification (in accordance with Section 377 of the German Commercial Code) remain unaffected.

8. Section IX below will apply in the case of compensation claims of other kinds. Any further claims made by the buyer against **gpi** and its agents for material defects that differ from those regulated here and in IX below are invalid.

IX. Compensation/liability:

1. If **gpi** suffers damage on account of a material defect or legal deficiency of a delivery, this must be replaced in accordance with legal stipulations. The same applies to any reimbursement of expenses incurred by **gpi** as the consequence of a defect in a delivery. If, after a delivery to **gpi**, the supplier is responsible for damage to a product or goods produced by **gpi**, he will be obliged to exempt **gpi** from compensation claims from their customers on first demand to the extent that the cause is within the supplier's field of control and organisation and he is himself liable in relation to third parties.
2. Compensation claims made by the buyer against **gpi**, on whatever legal grounds, especially for violation of obligations arising from contractual obligation and unlawful action, are excluded except in cases of mandatory liability in accordance with product liability law, liability for malicious or grossly negligent conduct or damage to life and limb.
3. In the event of impossibility of performance on the part of **gpi**, the buyer's claim for compensation is restricted to 10 % of the value of that part of the delivery that cannot be put into useful operation because of the impossibility of delivery to the extent that **gpi** cannot be accused of malice or gross negligence and there is no mandatory liability because of damage to life and limb. The buyer's right to withdraw from the contact remains unaffected.
4. In the event that the buyer has a claim made against him for supplementary performance by his customer or the customer's customer, the buyer must give **gpi** the opportunity to execute the supplementary performance itself within a term of at least 10 working days before procuring any replacement himself. The buyer must impose this obligation on his customer accordingly. If the buyer violates these obligations, **gpi** reserves the right to reduce the reimbursement of expenses to the amount that it would have cost **gpi** to execute the supplementary performance itself. Section 444 of the German Civil Code remains unaffected.
5. Reimbursement of expenses for costs incurred by the buyer to his customer as part of the supplementary performance are also excluded if the buyer has not exercised his right, contrary to his duty to minimise damages, to refuse this kind of supplementary performance or both kinds of supplementary performance on account of disproportionate costs.
6. Claims made by the buyer for costs required for the purpose of the supplementary performance, in particular transport, travel, labour and material costs, are excluded if the costs increase because the object delivered has subsequently been transported to a different location from the buyer's premises, unless this transport corresponds to his intended purpose. This also applies accordingly to recourse liability.
7. Regarding claims for compensation and reimbursement of expenses in connection with the deficiency of the goods, the binding periods of limitation apply to these claims (cf. VIII. 6).

X. Contractual adjustment:

1. Should unforeseen events as defined by Section 313 of the German Civil Code change the commercial significance or content of the delivery considerably or have a considerable effect on the operations of **gpi**, the contract will be adjusted accordingly taking into account the principles of reasonableness and good faith.
2. If this should not be economically justifiable, **gpi** has the right to withdraw from the contract. If **gpi** wants to exercise this right of withdrawal, it must communicate this to the buyer immediately upon discovering the consequences of the event, even if an extension of the supply period had previously been agreed with the buyer.

XI. Privacy statement:

1. This is to inform the customer in accordance with Article 15 GDPR that **gpi** as a contractor obtains personal data in machine-readable form and processes them automatically for tasks resulting from this contract. **gpi** always makes every effort to adhere to all conditions pertaining to data protection. **gpi** has obliged all employees and processors to commit to keeping data that they have access to while processing the business relationship secret in accordance with Article 28 GDPR and undertaking the technical and organisational measures as required by Article 32 GDPR in order to guarantee the execution of the BDSG (German Federal Data Protection Act) and GDPR regulations.
2. As far as is technically possible, **gpi** will protect the data entrusted to it from unauthorised access by third parties and impairment by virus or sabotage programs during both data transfer and data processing. This task may also be delegated to qualified third persons who submit a corresponding data protection declaration. (However, absolute protection can not be guaranteed with the current state of technology).
3. Liability in terms of data misuse is expressly excluded. This is to inform the business partner expressly of the residual risk involved in this context.
4. For any questions of data protection and in the event that the business partner requires personal data to be deleted after the business relationship has ended, the business partner can contact datenschutzbeauftragter@g-p-i.de at any time and order the deletion of his data.

XI. Miscellaneous:

1. The legal relationship in the context of this contract is subject to German substantive law excluding the United Nations Convention on Contracts for the International Sale of Goods.
2. The sole place of jurisdiction for any disputes arising from the contractual relationship, either directly or indirectly, is the headquarters of **gpi**.
3. Should one of these General Terms and Conditions or a condition set out as part of any other agreements be or become invalid, this shall not affect the validity of the other conditions or agreements.