General Terms and Conditions of Purchase and Order of Josef Gartner GmbH (AEBB As of 01.10.2026)

1. General Information

1.1 The following terms and conditions apply exclusively to the relationship between Josef Gartner GmbH (hereinafter referred to in brief as the "Buyer") and entrepreneurs, legal entities under public law and special funds under public law (hereinafter referred to as the "Supplier") resulting from supply contracts, with the exception of the order. The terms and conditions of business of the Supplier or third parties shall not become an integral part of the contract, even if the Supplier bases its offer or other statements on them and the Buyer does not expressly object.

1.2 These terms and conditions shall continue to be valid as part of the ongoing business relationship, even if they are not expressly agreed again.

1.3 The content and scope of the obligation to perform shall be determined solely via the written order. Verbal orders shall only have binding force if they are confirmed in writing by the Buyer.

2. Prices

2.1 The prices stated in the orders are fixed prices.

2.2 All main and ancillary services required for timely delivery to the agreed delivery address, in particular packaging and transport, are deemed settled by way of the price.

3. Performance scope

3.1 The Supplier's services also include:

3.1.1 Comprehensive quality assurance measures covering the entire scope of services, including monitoring compliance with the specified specifications for parts and materials purchased from third parties; these measures also extend to loading and transport;

3.1.2 Labelling individual parts and packaging units in accordance with the Buyer's specifications;

3.1.3 Packaging that minimises the risk of damage to the goods to be delivered during loading and transport by normal means of transport and protects the goods to be delivered from weather-related deterioration, in particular moisture, ice, snow, UV radiation and mould formation, when stored outdoors for up to 3 months;

3.1.4 Packaging that allows the packaging units to be secured on the lorry's loading platform using only tension belts, without the goods to be delivered or the packaging being damaged or needing to be reinforced;

3.1.5 Packaging that allows access to the goods in the order specified by the Buyer;

3.1.6 Transport to the delivery address at the Buyer's own responsibility, whereby the delivery sequence specified by the Buyer is to be adhered to;

3.1.7 The handover of all necessary approvals, permits, test certificates, conformity certificates, operating and maintenance instructions;

3.1.8 Handover without delay of the valid safety data sheet for dangerous goods.

3.2 Partial deliveries shall only be permitted if the Buyer has granted their written consent. However, in the event of consent, the delivery obligation shall only be fulfilled with the last partial delivery.

3.3 If an "ex works" delivery has been agreed, the transport obligation in accordance with sub-section 3.1.6 shall not apply. However, the Supplier is to ensure that the goods are securely packaged for transport and loaded in the specified packaging and delivery order.

3.3.1 In the event of transport damage, the Supplier shall bear the burden of proof that the goods were properly and securely packaged and labelled at the time of handover to the transport company. Similarly, the Supplier bears the burden of proof that the goods were loaded in a manner suitable for transport and in the specified order.

3.3.2. The Supplier is to inform the Buyer without delay when the goods are ready for dispatch and ensure that collection runs smoothly. Delays in transport due to inadequate loading or insufficient labelling by the Supplier shall be borne by the Supplier.

4. Delivery address

4.1 Deliveries are to be made to the address specified in the order.

4.2 If no delivery address is specified, deliveries shall be made to Josef Gartner GmbH, Gartnerstraße 20, D-89423 Gundelfingen.

5. Delivery dates and periods

5.1 All delivery dates and periods are binding provisions of the performance period within the meaning of Section 286 (2) No. 1 BGB (German Civil Code).

5.2 If a deadline rather than a calendar day has been agreed for the delivery, this shall commence upon receipt of the order by the Supplier. If the order is not based on an offer from the Supplier or varies from the content of the offer, the delivery period shall commence upon receipt of the written confirmation by the Buyer.

5.3 If the Supplier becomes aware of circumstances that may cause a delay in delivery, it is to inform the Buyer without delay of the extent of the expected delay. The same applies if the Supplier could have recognised the circumstances due to its proximity to the matter and its special knowledge.

5.4 The continuation of the Buyer's interest in performance is linked to the Supplier rendering its services in good time (relative fixed-date transaction). If the delivery is not made on the due date or is not made in accordance with the contract, the Buyer shall be entitled, even without setting an additional period within the meaning of Sections 281, 323 and 440 BGB and without consideration given to the significance of violating the obligation, to withdraw from the contract or claim damages for non-performance. This does not affect Section 325 BGB.

5.5 If the delivery is not made or is not made in accordance with the contract and the Supplier undertakes to pay damages or reimburse expenses as a result, a lump-sum compensation of 10% of the net price shall be deemed to have been agreed. The Supplier may furnish proof that no damage has been incurred or that the damage is less than the amount determined by the flat rate. The Buyer reserves the right to claim a higher amount.

6. Defects

6.1 The items to be delivered are used for buildings. The Supplier is free to furnish proof that they are used for another purpose.

6.2 For protection, the goods should remain in their packaging until they are used. Until then, an incoming goods inspection shall only be possible for obvious transport damage and defects that can be identified without damaging the packaging.

6.3 Completion of all partial deliveries is the prerequisite for the obligation to inspect and provide notification of defects in accordance with Section 377 HGB (German Commercial Code).

6.4 In the case of obvious defects, in particular transport damage for which notification is to be provided in accordance with Section 377 HGB, the Buyer is to provide such notification within two weeks after delivery.

6.5 The Buyer is to provide notification of defects that are not obvious within two weeks of identification.

6.6 The Supplier shall be responsible for violations of obligations by its vicarious agents, all upstream suppliers and the manufacturer.

6.7 The Buyer may, at its discretion, demand the rectification of a defect or delivery of a fault-free item as subsequent performance.

6.7 The Supplier is not entitled to refuse subsequent performance on the grounds that it is only possible at disproportionate cost.

6.8 Subsequent performance shall be deemed to have failed after the first unsuccessful attempt.

6.9 The expenses to be borne by the Buyer for the purpose of subsequent performance also include the costs of removal and installation. If the faulty items have already been combined with other items or processed in any other way, and this has resulted in the faulty nature of the items thus created, the expenses shall include all costs necessary to ensure that the combined items or items created in any other way by processing are free of defects.

7. Invoices and payments, assignment

7.1 Invoices may not be enclosed with the goods consignment. They are to be submitted separately in duplicate.

7.2 Additional claims shall be excluded if they are not included in the final invoice and are not reserved.

7.3 Payments shall at all times be made subject to the correct nature of the delivery and invoicing.

7.4 Payments do not exert any influence on the Supplier's obligation to perform or on the Buyer's right to make a complaint. Payments made shall not be deemed to constitute acceptance or waiver of the right to complain, and shall not imply any acknowledgement.

7.5. The date of the transfer order to the bank is authoritative for calculating the discount period.

7.6 The assignment of claims by the Supplier against the Buyer is excluded. This does not apply to assignments to upstream suppliers who are entitled to reserve the title to the delivered goods.

8. Supply chain security

Insofar as the Supplier itself is not an Authorised Economic Operator (AEO) within the meaning of the Customs Code and the relevant EU regulations, it undertakes to adopt all necessary measures to ensure the complete security of the supply chain. It shall, in particular, ensure that (a) goods produced, stored, transported, delivered to or taken over by AEOs, on behalf of AEOs, are produced, stored, transported, delivered to or taken over by them, are produced, stored, handled or processed and loaded at secure premises and at secure transhipment points and are protected against unauthorised access during production, storage, handling or processing, loading and transport, and that (b) personnel involved in the production, storage, handling, processing, loading, transport and receipt of such goods are reliable and that (c) business partners acting on its behalf are informed that they must also adopt measures to secure the supply chain. To that end, the Supplier shall make available to the Buyer a written security declaration in accordance with the sample published by the German Federal Ministry of Finance.

9. Compliance with laws

9.1. The Supplier guarantees compliance with all applicable laws. It undertakes to respect human and labour rights (including the prohibition of child labour and discrimination) and comply with applicable environmental and occupational health and safety standards in its own operations and along its supply chain.

9.2. Serious or repeated violations of the obligations in accordance with 9.1 shall entitle the Buyer to terminate without notice or withdraw without notice. This does not affect asserting claims for damages.

10. Final provisions

10.1 D-89423 Gundelfingen is deemed the place of performance.

10.2 Gundelfingen is deemed the place of jurisdiction.

10.3 Solely German law applies by way of exclusion of the United Nations Convention on the International Sale of Goods (UN Sales Law).