

GR-Consulting

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General Terms and Conditions (GTC) of GR-Consulting „Intermediary“ and „Middleman“ vis-à-vis Entrepreneurs

1. Scope

1.1. Unless otherwise expressly agreed, the following General Terms and Conditions shall apply to all contracts, consulting services, brokerage activities, deliveries, and other services in business transactions with entrepreneurs (hereinafter referred to as "Buyer" or "Client"). For the purposes of these General Terms and Conditions, an entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity (§ 14 German Civil Code - BGB). Conflicting conditions of the Buyer, or conditions that deviate from these General Terms and Conditions—in particular purchasing conditions—are hereby expressly contradicted. These shall not become part of the contract unless GR-Consulting (hereinafter referred to as the "Intermediary") explicitly and in writing agrees to them.

1.2. These General Terms and Conditions shall apply to all contracts, framework agreements, and business relationships of any kind concluded between the Intermediary and the Buyer, even if the Intermediary does not make express reference to their inclusion in individual cases.

2. Subject Matter and Scope of Services

2.1. GR-Consulting connects manufacturers of technical products with companies seeking tailored solutions for their industrial applications. The scope of services includes, in particular, technical sales consulting, the analysis of complex machinery and drive systems, as well as the selection, brokerage, and nomination of suitable components, manufacturers, and technical contact persons.

2.2. To the extent the Intermediary acts as a broker, they solely owe the proof of opportunity for concluding a contract or the brokerage of contact with third parties (manufacturers/suppliers), but no specific economic success or the conclusion of a contract between the Buyer and the brokered third party.

2.3. Technical information, product selections, and recommendations are based on the information provided by the respective manufacturer or the Buyer. The Intermediary explicitly assumes no independent guarantee for the quality or freedom from defects of the products offered or delivered by third parties.

2.4. The Intermediary is entitled to issue installment invoices or advance payment invoices to the Buyer up to the full value of the contract. If the Buyer fails to make payment to the

Intermediary within a reasonable period (14 days) following receipt of the installment or advance invoice, the Intermediary is released from their delivery obligations in actual and temporal terms until payment is rendered.

3. Offers and Conclusion of Contract

3.1. Offers contained in catalogs, sales documents, and on the internet by the Intermediary are—unless explicitly designated as binding—always non-binding, i.e., to be understood solely as an invitation to submit an offer.

3.2. Orders shall be deemed accepted if they are either confirmed in writing by the Intermediary or executed in a timely manner. In the case of execution, the delivery note or sales invoice shall serve as order confirmation.

3.3. Consulting or information services are expressly not agreed as an independent primary obligation of the Intermediary unless an additional special agreement with extra remuneration has been concluded.

4. Duties of Cooperation of the Buyer

4.1. The Buyer is obliged to provide the Intermediary with all technical data, specifications, documents, and information necessary for the execution of the order in a timely and complete manner.

4.2. Delays and resulting additional expenses caused by incomplete or delayed cooperation on the part of the Buyer shall not be at the expense of the Intermediary; agreed deadlines shall be extended accordingly.

5. Prices and Payment

5.1. Prices are always net plus statutory VAT and, unless otherwise specified, in Euros.

5.2. Unless otherwise agreed, the remuneration or purchase price is due for payment upon receipt of the goods or after provision of the service without deduction within 30 days of the invoice date.

5.3. In the event of payment default by the Buyer, the Intermediary is entitled to claim interest at nine percentage points above the base interest rate from the time of default. The assertion of higher default damages remains reserved.

5.4. A right of retention or set-off by the Buyer shall only exist to the extent that the Buyer's claims are recognized, undisputed, or legally established.

5.5. For an order value below €100.00 net, an expense flat-rate of €15.00 net will be charged to the Buyer.

6. Retention of Title (in case of intermediate trade / goods delivery)

6.1. To the extent the Intermediary exceptionally delivers goods in their own name as a middleman, the Intermediary retains ownership of the goods until full payment of the purchase price. For goods purchased by the Buyer within an ongoing business relationship, the Intermediary retains ownership until all claims against the Buyer from the business relationship have been settled.

6.2. If reserved goods are resold by the Buyer, the Buyer hereby assigns the resulting claims in the amount of the invoice value of the reserved goods with all ancillary rights to the Intermediary; the Intermediary accepts the assignment.

7. Customer Protection and Commission Protection in Brokerage

7.1. If the Intermediary designates contacts, manufacturers, or suppliers to the Buyer within the scope of their brokerage activity, the Buyer undertakes to treat this information strictly confidential.

7.2. If the Buyer concludes a contract with a manufacturer, supplier, or partner designated by the Intermediary within 24 months of initial contact, the Intermediary shall be entitled to the agreed commission or remuneration claim in full even if the contract was concluded without the direct involvement of the Intermediary, provided the business relationship was causally initiated by the Intermediary.

8. Notice of Defects, Warranty, and Liability

8.1. Since GR-Consulting essentially acts as an intermediary or technical consultant, the Intermediary assumes no independent warranty for the condition, freedom from defects, or function of technical products produced or delivered by third parties. Any claims for defects regarding delivered goods must be asserted primarily and directly against the respective product manufacturer.

8.2. The Buyer must promptly inspect received goods or services and give written notice of defects. Obvious defects must be reported to the Intermediary in text form within a period of 14 days.

8.3. Claims for defects by the Buyer against the Intermediary regarding own consulting or brokerage services shall time-bar in 12 months, calculated from the provision of the service.

9. Claims for Damages

9.1. Claims for damages by the Buyer, regardless of the legal ground—in particular arising from impossibility, delay, defective or incorrect brokerage, breach of contract, and tort—are excluded for slight negligence.

9.2. This exclusion of liability does not apply to injury to life, body, or health, and to grossly negligent breaches of contract, as well as to the slightly negligent breach of essential contractual obligations (cardinal obligations). In cases of slightly negligent breach of essential contractual obligations, liability is limited to the compensation of foreseeable, typical damage at the time of contract conclusion.

9.3. Indirect damages or consequential damages are only compensable to the extent they are typically to be expected during designated use.

10. Force Majeure

10.1. Delivery and performance periods shall be extended appropriately upon the occurrence of force majeure and all unforeseen obstacles occurring after contract conclusion that

are beyond the control of the Intermediary (in particular operational disruptions, strikes, lockouts, or disruption of traffic routes).

10.2. If the obstacle lasts longer than 30 days, both parties are entitled to withdraw from the contract with respect to the unfulfilled part. Claims for damages in this case are excluded.

11. Confidentiality and Provided Documents

11.1. The Intermediary reserves ownership and copyright to all documents provided to the Buyer in connection with the order, such as calculations, drawings, concepts, and manufacturer lists. These documents must not be made accessible to third parties.

11.2. Both parties undertake to maintain unlimited confidentiality regarding all business and trade secrets that become known during the cooperation.

12. Place of Jurisdiction and Applicable Law

12.1. The place of performance and jurisdiction for deliveries, payments, and all disputes arising between the parties shall be, to the extent the Buyer is a merchant, a legal entity under public law, or a special fund under public law, the headquarters of the Intermediary in Pfullendorf. The Intermediary is, however, entitled to sue the Buyer at their general place of jurisdiction.

12.2. The legal assessment of the relationships between the contracting parties shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

13. Severability Clause and Written Form

13.1. Should individual provisions be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties agree to replace the invalid provision with a regulation that comes closest to the economic purpose of the invalid provision.

13.2. Changes and amendments require text form. This also applies to the waiver of this text form clause.