

GENERAL TERMS AND CONDITIONS OF SALE (GTC)

GGG German Generator GmbH

(Last updated: June 2026)

I. General Provisions

1. Scope of Application

These General Terms and Conditions of Sale ("GTC") shall apply to all present and future offers, deliveries and services provided by GGG German Generator GmbH (hereinafter referred to as the "Seller") to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter referred to as the "Buyer").

Any conflicting, deviating or supplementary terms and conditions of the Buyer shall not become part of the contract, even if the Seller does not expressly object to them.

These GTC shall also apply to all future business transactions between the parties.

2. Form of Declarations

Amendments, supplements and ancillary agreements shall be valid only if made in text form (including e-mail), unless a stricter form is required by law.

3. Intellectual Property Rights

The Seller retains all ownership rights, copyrights and other intellectual property rights in offers, drawings, technical documents, calculations, software, documentation and other materials.

Such documents may not be copied, reproduced or disclosed to third parties without the Seller's prior written consent.

4. Transmission Risk

The risk of incorrect transmission of orders, instructions or other communications by telephone, e-mail, messenger services, fax or any other means of communication shall be borne by the Buyer.

5. Assignment of Claims

The Seller shall be entitled to assign claims arising from the contractual relationship to third parties or have such claims collected by third parties.

II. Conclusion of Contract

1. Offers

All offers are subject to change and non-binding unless expressly designated as binding.

2. Orders

Orders placed by the Buyer shall constitute a binding offer to enter into a contract.

3. Formation of Contract

A contract shall only come into existence upon the Seller's written order confirmation or upon execution of delivery.

4. Technical Modifications

The Seller reserves the right to make technical modifications, design changes, alterations in weight, dimensions, colour or equipment, provided such changes are customary in the trade, technically necessary or reasonable for the Buyer.

5. Transfer of Rights

The transfer of rights and obligations arising from the contractual relationship by the Buyer shall require the Seller's prior written consent.

6. Cancellation of Orders

Orders relating to customized products, special designs or products already in production may not be cancelled.

In all other cases, the Seller shall be entitled to claim liquidated damages amounting to at least thirty percent (30%) of the net order value.

The Seller reserves the right to claim higher actual damages.

The Buyer may prove that lower damages were incurred.

7. Refusal of Acceptance

If the Buyer refuses acceptance of the goods or fails to fulfil its acceptance obligations, the Seller shall be entitled to claim liquidated damages amounting to at least thirty percent (30%) of the net order value.

The Seller reserves the right to claim higher damages.

The Buyer may prove that lower damages were incurred.

III. Prices and Payment Terms

1. Prices

All prices are quoted net ex manufacturer's works or ex warehouse and are exclusive of packaging, transportation, insurance, customs duties, taxes, governmental charges and any other ancillary costs.

2. Delivery Terms

Unless otherwise agreed in writing, deliveries shall be made EXW Manufacturer's Works (Incoterms® 2020).

If, at the Buyer's request, another delivery term is agreed or the Seller organizes transportation, the relevant transportation, insurance and ancillary costs shall be separately itemized and charged.

The applicable Incoterms® 2020 delivery condition shall be exclusively determined by the order confirmation or invoice.

3. Public Charges

All import duties, taxes, customs charges and governmental fees in the country of destination shall be borne by the Buyer.

4. Payment Terms

Unless otherwise agreed in writing:

- 30% of the net order value shall be payable upon order placement;
- the remaining 70% shall be payable prior to shipment or upon notification of readiness for dispatch.

5. Right to Withhold Delivery

The Seller shall be entitled to withhold delivery until full payment has been received.

6. Receipt of Payment

Payments shall be deemed made only when irrevocably credited to the Seller's bank account.

7. Banking Charges

All banking charges, transfer fees, collection costs and discount charges shall be borne by the Buyer.

8. Late Payment

In the event of late payment, statutory default interest applicable to commercial transactions shall apply together with all statutory remedies and damages.

9. Warranty Claims and Payments

The assertion of warranty claims shall not entitle the Buyer to withhold, reduce or delay any due payments.

10. Deterioration of Financial Situation

If circumstances become known after conclusion of the contract which significantly impair the Buyer's creditworthiness, the Seller shall be entitled to perform outstanding deliveries only against advance payment or suitable security.

11. Set-Off and Retention Rights

The Buyer may only exercise rights of set-off or retention with undisputed or legally established claims.

IV. Delivery, Shipment and Transfer of Risk

1. Delivery Times

Delivery times are approximate only and based on information provided by the Seller's manufacturers and suppliers.

2. Binding Delivery Dates

Delivery dates shall only be binding if expressly confirmed in writing by the Seller.

3. Cooperation Obligations

Compliance with delivery periods is subject to the timely fulfilment of all obligations and cooperation duties of the Buyer.

4. Delivery Delays

Delays caused by production delays, shortages of materials, transportation problems, export or import restrictions, governmental measures, delays by manufacturers or suppliers, or any other circumstances beyond the Seller's control shall not give rise to claims for damages.

5. Force Majeure

Events of force majeure including, but not limited to:

- war,
- terrorism,
- pandemics,
- epidemics,
- strikes,
- lockouts,
- energy shortages,
- cyberattacks,
- shortages of raw materials,
- transportation disruptions, or
- comparable events,

shall extend delivery periods accordingly.

6. Withdrawal Due to Delay

The Buyer may withdraw from the contract due to delay only after granting the Seller a reasonable grace period of at least forty-five (45) calendar days in writing, which has expired without result.

Any claim for damages due to delay shall remain excluded in accordance with these GTC.

7. Transfer of Risk

Risk shall pass to the Buyer no later than upon handover of the goods to the first carrier or upon departure of the goods from the manufacturer's works.

8. Delay in Shipment

If shipment is delayed for reasons attributable to the Buyer, risk shall pass upon notification that the goods are ready for dispatch.

9. Partial Deliveries

Partial deliveries shall be permitted where reasonable for the Buyer.

10. Storage Costs

Storage costs incurred due to delayed acceptance or shipment caused by the Buyer shall be borne by the Buyer.

11. Inspection Obligation

The Buyer shall inspect the goods immediately upon receipt.

12. Transport Damage

Any visible transport damage, shortages or other apparent defects shall be recorded in writing on the transport documents (CMR consignment note) before signature and shall be reported immediately to the Seller and the carrier.

13. Unloading

The Buyer shall ensure suitable access for heavy goods vehicles and appropriate unloading facilities.

All costs and risks associated with unloading shall be borne by the Buyer.

14. Deemed Acceptance

Delivery shall be deemed accepted:

- upon signing of the CMR consignment note or other delivery documents by the Buyer or its representatives;
- upon unloading at the agreed destination;
- alternatively upon commissioning, resale or productive use of the goods,

unless the Buyer immediately notifies the Seller in writing of specific defects substantially impairing contractual use.

V. Installation and Commissioning

1. General

Where installation, commissioning, service or other technical services have been agreed, the following provisions shall apply in addition.

2. Buyer's Obligations

The Buyer shall, at its own expense, provide all conditions necessary for the proper execution of the work.

This includes in particular:

- cranes and lifting equipment,
- power supply,
- fuel,
- working platforms,
- auxiliary personnel,
- safety measures,
- storage and warehousing facilities,
- suitable access roads,
- all required permits and approvals.

3. Installation Site

The Buyer shall ensure that the installation site is freely accessible, operational and suitable for the performance of the agreed work.

4. Delays

Any delays not attributable to the Seller shall be borne by the Buyer.

Any resulting additional costs, waiting times, additional travel expenses or other expenditures shall be reimbursed by the Buyer.

VI. Warranty

1. Warranty Periods

The warranty period for Industrial Generating Sets (Diesel and Gas-Powered Generating Sets) shall be eighteen (18) months from the date of shipment from the manufacturer's works or twelve (12) months from the date of commissioning, whichever occurs first.

Upon request of the Seller, the Buyer shall provide suitable evidence of the commissioning date, including but not limited to:

- commissioning reports,
- service reports,
- operating hour meter records,
- controller data.

If the Buyer is unable to provide evidence of the commissioning date, the date of shipment from the manufacturer's works shall be deemed decisive.

For Portable Generators, the warranty period shall be twelve (12) months from the date of shipment from the manufacturer's works.

The commissioning date shall not be relevant for calculating the warranty period of Portable Generators.

For Spare Parts, the warranty period shall be twelve (12) months from the date of shipment from the manufacturer's works.

2. Third-Party Components

For components and parts supplied by third-party manufacturers, including but not limited to engines, alternators, controllers, batteries and other third-party components, the respective manufacturer's warranty conditions shall apply in addition.

To the extent legally permissible, the Buyer's warranty claims regarding such components shall be limited to the scope of the warranty granted by the respective manufacturer.

3. Warranty Claim Notification

Warranty claims must be submitted in writing no later than ten (10) calendar days after discovery of the defect.

The warranty claim must include:

- the serial number of the equipment,
- a detailed description of the defect.

The Seller shall be entitled to request photographs, videos, operating data or any other supporting evidence.

4. Excluded Components

The warranty shall not cover, in particular:

- wear parts,
- filters,
- batteries,
- fuses,
- belts,
- gaskets,
- operating fluids,
- lubricants,
- coolants,
- consumables.

5. Exclusion of Warranty Claims

Warranty claims shall be excluded in particular in the following cases:

- use of non-approved spare parts,
- use of non-approved fuels, lubricants or coolants,
- unauthorized repairs or technical modifications,
- failure to comply with operating, maintenance or service instructions,
- overload or improper operation,
- extraordinary environmental conditions including salty atmosphere, corrosive environments, excessive dust, excessive humidity or extreme temperatures,

- damage caused by lightning, overvoltage or other external influences,
- incorrect installation or connection by third parties,
- storage of the equipment for more than six (6) months after shipment without applying the preservation and storage procedures prescribed by the manufacturer.

6. Remedy of Defects

In the event of a justified warranty claim, the Seller shall, at its sole discretion, either repair or replace the defective component.

7. Place of Warranty Service

Warranty work shall be carried out at the Seller's discretion:

- at the installation site,
- at a service facility designated by the Seller,
- at the manufacturer's works.

8. Costs of Warranty Work

To the extent legally permissible, the Buyer shall bear all costs related to:

- dismantling,
- packaging,
- transportation,
- shipping,
- customs clearance,
- reinstallation,
- cranes,
- lifting equipment,
- auxiliary equipment,
- travel expenses,
- accommodation expenses,
- meal expenses,
- any other incidental costs,

arising in connection with warranty or guarantee work.

The Seller shall bear only the cost of the repaired or replaced components selected by the Seller and the labor time required for such repair or replacement.

9. Costs Not Covered by Warranty

The warranty shall not cover, in particular:

- removal and reinstallation costs,
- transportation and shipping costs,
- travel expenses,
- accommodation and subsistence expenses,
- crane, lifting equipment or auxiliary equipment costs,
- rental generator costs,
- production losses,
- business interruption,
- loss of use,
- loss of profit,
- indirect damages,
- consequential damages.

10. No Extension of Warranty Period

Repairs, replacement deliveries or replacement of components shall neither extend nor renew the original warranty period.

11. Buyer's Rights

If the remedy of defects finally fails, the Buyer may reduce the purchase price appropriately or, in the event of a material defect, withdraw from the contract.

Any further claims shall be governed exclusively by the liability provisions of these GTC.

VII. Liability

1. Unlimited Liability

The Seller shall be liable without limitation:

- in cases of intent,
- in cases of gross negligence,
- for injury to life, body or health,
- under the German Product Liability Act,
- for fraudulent concealment of defects,
- for expressly assumed guarantees.

2. Essential Contractual Obligations

In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for the contract.

3. Exclusion of Liability

Any liability beyond the cases specified above shall be excluded.

4. Specifically Excluded

In particular, the Seller shall not be liable for:

- production losses,
- business interruption,
- loss of use,
- loss of profit,
- indirect damages,
- consequential damages,
- contractual penalties owed to third parties,
- damages resulting from delayed delivery.

5. Employees and Agents

The above limitations of liability shall also apply in favor of the Seller's:

- legal representatives,
- employees,
- agents,
- subcontractors,
- other persons engaged in the performance of contractual obligations.

VIII. Retention of Title

1. Retention of Title

The delivered goods shall remain the property of the Seller until full payment of all claims arising from the business relationship has been received.

2. Processing

Any processing or transformation of the goods shall be carried out on behalf of the Seller as manufacturer within the meaning of applicable law without creating any obligations for the Seller.

3. Resale

The Buyer shall be entitled to resell the goods subject to retention of title within the ordinary course of business.

Any receivables arising from such resale are hereby assigned to the Seller as security.

4. Pledge and Security Transfer

Pledging or transferring ownership of the goods by way of security shall not be permitted.

5. Third-Party Access

The Buyer shall immediately notify the Seller in writing of any seizure, attachment or other interference by third parties affecting the goods subject to retention of title.

6. Default and Insolvency

In the event of default of payment, suspension of payments or filing for insolvency proceedings, the Seller shall be entitled to reclaim the goods subject to retention of title.

7. International Transactions

If the law of the country where the goods are located does not recognize retention of title, an economically equivalent security right shall be deemed agreed.

The Buyer shall undertake all measures necessary to establish, maintain and protect such security rights.

IX. Export Control and Sanctions

1. Compliance with Export Regulations

The Buyer shall comply with all applicable export control laws, embargo regulations and sanctions imposed by:

- the Federal Republic of Germany,
- the European Union,
- the United States of America,
- and any other applicable national or international authorities.

2. Prohibited Uses

The Buyer shall not, directly or indirectly:

- supply the goods to sanctioned persons, companies or organizations;
- export or re-export the goods to sanctioned countries;
- use the goods for military, terrorist or other unlawful purposes;
- resell, transfer or otherwise dispose of the goods in violation of applicable export control laws and regulations.

3. Cooperation Obligations

Upon request, the Buyer shall provide the Seller with all information and documentation necessary to verify compliance with applicable export control and sanctions regulations.

4. Contract Termination

In the event of a breach of the above obligations, the Seller shall be entitled to:

- suspend deliveries,
- withdraw from the contract in whole or in part,
- terminate the contract for cause,
- claim damages.

Any further statutory rights shall remain unaffected.

X. Data Protection

1. Processing of Personal Data

The Seller shall collect, process and use personal data exclusively in accordance with applicable data protection laws and regulations.

2. Purpose of Processing

Personal data shall be processed solely for:

- contract execution,
- customer support,
- warranty and service processing,
- compliance with legal obligations.

3. Privacy Policy

Further information regarding the processing of personal data is available in the Seller's current Privacy Policy.

XI. Place of Performance, Jurisdiction and Governing Law

1. Place of Performance

The place of performance for all deliveries, services and payments shall be Düsseldorf, Germany.

2. Jurisdiction

The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Düsseldorf, Germany.

However, the Seller shall also be entitled to bring legal proceedings against the Buyer at:

- the Buyer's registered office,
- the Buyer's principal place of business,
- or any other competent court under applicable law.

3. Governing Law

The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.

4. Exclusion of the CISG

The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded.

5. Non-Contractual Claims

To the extent legally permissible, the choice of German law shall also apply to non-contractual claims arising out of or in connection with the contractual relationship.

XII. Final Provisions

1. Severability Clause

Should any provision of these General Terms and Conditions be or become wholly or partially invalid, void or unenforceable, the validity of the remaining provisions shall remain unaffected.

The invalid, void or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the economic purpose of the original provision.

The same shall apply in the event of any contractual gap.

2. Priority of Individual Agreements

Any individual written agreements between the Seller and the Buyer shall take precedence over these General Terms and Conditions.

3. Contract Language

The contract language shall be German.

Where these General Terms and Conditions are provided in another language, such translation shall be for convenience and informational purposes only.

In the event of any discrepancy, inconsistency, ambiguity or difference in interpretation between the German version and any translated version, the German version shall prevail and be legally binding.

4. Applicability to Future Transactions

These General Terms and Conditions shall also apply to all future transactions between the parties without requiring renewed incorporation into each individual contract.

Legal Notice:

This English version is provided for convenience only. In the event of any discrepancy, inconsistency or difference in interpretation, the German version shall prevail and be legally binding.