

# General Conditions of Delivery and Services of Rohrer Group

## Amended version: January 2020

### 1. Application

- 1.1 These general conditions of deliveries and services shall apply to all agreements regarding deliveries and/or services whatsoever, which are ordered from Rohrer Group unless specifically amended and expressly otherwise agreed in writing.  
A notice of these general conditions of deliveries and services in every individual order is not mandatory.
- 1.2 The application of terms and conditions is expressly excluded; especially Customer's terms and conditions of orders are inapplicable, even if they should be included in the order confirmation. It requires no special objection on our part to this.

### 2. Offers, Conclusion of Contract

- 2.1 Offers are not binding.
- 2.2 A contract is concluded upon the Customer receives Rohrer's confirmation of order and is not refused by the Customer in writing within 10 days.
- 2.3 All agreements and understandings, especially side agreements, warranties, subsequent amendments and supplements shall be invalid unless Rohrer's written consent. Verbal agreements are basically ineffective.

### 3. Fixed Dates, Due Dates, Deadlines, Defaults

- 3.1 Dates and deadlines shall be agreed binding or non-binding. Dates are only binding if stated expressly „binding“.
- 3.2 The delivery period starts on the latest of the following dates, unless different agreed:
  - a) Date of order confirmation;
  - b) Execution date of all technical, commercial and financial responsibilities of the Customer;
  - c) Date of receipt of deposit to be made before delivery and/or opening date of securing payment to be issued by the Customer before delivery.
- 3.3 Rohrer is entitled to partial or advanced deliveries.
- 3.4 A reasonable extension of delivery time is guaranteed if delivery is delayed due to Rohrer's fault, such as force majeure, fire, labour disputes, etc.
- 3.5. If goods are not accepted by the Customer when provided on place and in stipulated time according to contract agreement and delays are not caused by Rohrer, Rohrer is entitled to demand fulfillment or is entitled to withdraw the contract after setting a limit of acceptance period.

### 4. Prices, Package

- 4.1 Unless otherwise expressly agreed prices shall be valid ex works without package and loading. If door delivery is agreed prices shall not included unloading and carrying.

### 5. Terms of Payment

- 5.1 Payments shall be made according to the agreed payment terms. Unless otherwise agreed discounts shall not be granted. In case of defaults Rohrer is entitled to charge default interest of 8 % above base rate starting from the due date of invoice.
- 5.2 The Customer is not authorized to partial payments or payments in advance.
- 5.3 Payments are set off on reminder charges, following to interest and last to the invoice amount.
- 5.4 Until full payment of all Customer's financial obligations and the contract agreement Rohrer reserves the title to the subject matter. The Customer has to comply with the formal conditions required for the maintenance of the retention of title. In case of seizure and claims the Customer is required to enforce Rohrer's proprietary right and to inform Rohrer immediately.
- 5.5 The customer is not entitled to withhold payments due to warranty claims or other counterclaims which are not approved by Rohrer.

### 6. Offset, Assignments

- 6.1 The customer shall not be entitled to set off any claims against Rohrer.
- 6.2 The customer shall not be entitled to assign or pledge rights and claims against Rohrer to third parties. Exceptions require a separate written agreement.

### 7. Warranty

- 7.1 Rohrer accepts liability for quality and performance according to the agreement.
- 7.2 Warranty for scaffolding and cleaning works upon acceptance is excluded.
- 7.3 Unless otherwise agreed the warranty period shall be valid one year upon acceptance.
- 7.4 Any defects have to be announced immediately upon acceptance of delivery or anyway to the first possible date on which defects become visible.
- 7.5 The Customers is obliged first to accept, unload and store the delivery properly even in the case of complaint or claim.
- 7.6 Warranty claims assume a proper complaint herein mentioned under § 7.2. The Customer expressly waives claims and is not entitled to claim the assertion of warranty claims which are not invoked properly.

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- 7.7 In case of responsibility for defects Rohrer is entitled to either remedy the defect or replace the good.
- 7.8 In case of payment for repairing defects by the Customers himself, especially costs for replacements will just be beard by Rohrer if Rohrer has signed a written consent before.

#### **8. Liability**

- 8.1 Rohrer's liability is limited to proven and gross negligence.
- 8.2 For parts Rohrer has purchased from third parties Rohrer is only liable up to the extended to which Rohrer is entitled to warranty claims against those third parties.
- 8.3 It's expressly agreed that Rohrer is not obligated to pay compensation for any personal injuries or damages of goods which are not object to the contract, for any damages or loss of profit, unless special circumstances of exceptional cases caused by gross negligence of Rohrer. The burden of proof is excluded.
- 8.4 Rohrer's liability for damages caused by improper handling or improper use is excluded.
- 8.5 Liability for pay damages as property damages and product liability claims according to the Product Liability Act is expressly excluded.
- 8.6 Unless otherwise agreed Rohrer's liability is excluded for loss of production, loss of profits, loss of use, loss of contracts and any other economic indirect consequential damages.

#### **9. Cost Estimates, Schemes and Documents**

- 9.1 Plans, drafts, cost estimates and other technical documents which may also be part of the offer remain Rohrer's intellectual property as well as samples, catalogues, brochures, illustrations etc. Any utilization, copying, reproduction, distribution or transfer to third parties, publications and presentations may only be admitted with Rohrer's explicit permission.

#### **10. Data Protection**

- 10.1 Rohrer is obligated to process data and results only within the scope of the written agreement concluded with the customer. If Rohrer receives an official order to handout data of the customer, Rohrer has to – if permitted by applicable law – inform the customer immediately and relegate the authorities to the customer. A written order is also required when Rohrer processes data for own purposes.
- 10.2 Rohrer has the obligation to care for all necessary technical and organisational measures so that the customer anytime can fulfil the rights of persons concerned according to chapter II GDPR within the legal duties and provide all necessary information. If a request is made to Rohrer and if this indicates that the applicant mistakenly considers Rohrer as being the responsible for operating the data, the Rohrer has to forward the request immediately to the customer and inform the applicant accordingly.
- 10.3 Rohrer supports the customer in compliance with the duties of Art. 32-36 GDPR.
- 10.4 After termination Rohrer shall be obliged to return to the customer or to destroy all processing results and documents containing data. Upon return the data must be given back in the same technical format as in which Rohrer has received it from the customer.

#### **11. Jurisdiction**

- 11.1 Place of jurisdiction is the appropriate court in Bucharest. Romanian right shall apply.

#### **12. Miscellaneous**

- 12.1 The Customer agrees to don't provide third parties, to engage subcontractors accordingly and treat in confidence all commercial and technical details which he learns due to the business relationship.
- 12.2 Rohrer is entitled to terminate the agreement in case of payment stop, applications of insolvency proceedings and voluntary liquidations.
- 12.3 If any provision shall be invalid the validity of the others remains unaffected. The parties are obliged to replace the invalid by a valid one which comes to the meaning and purpose of the invalid.
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