

General Terms and Conditions (GTC) - B2B

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§1 Application, inclusion, exclusivity

(1) These General Terms and Conditions of the provider Marcus Gossner, Gossner Systems, Buchloer Straße 6, 87600 Kaufbeuren (hereinafter referred to as "Gossner Systems") apply exclusively; we do not recognize any terms and conditions of the client that conflict with or deviate from our General Terms and Conditions, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall also apply if we perform the service for the client without reservation in the knowledge that the client's terms and conditions conflict with or deviate from our terms and conditions.

(2) In the event of contradictions between these General Terms and Conditions and concluded framework agreements or provisions in the respective individual orders, the specific contractual provisions in the framework agreements and in the individual orders shall take precedence.

(3) A contractual relationship between the potential client and Gossner Systems as the provider is established as soon as Gossner Systems gives a presentation or sends an invitation and the invitation is accepted by Gossner Systems. This contract is also based on these General Terms and Conditions.

(4) Our General Terms and Conditions apply only to entrepreneurs within the meaning of § 310 (1) BGB (German Civil Code). The scope of application is limited to contracts with entrepreneurs, legal entities under public law, or special funds under public law. Our General Terms and Conditions do not apply to transactions with consumers within the meaning of § 13 BGB.

(5) Gossner Systems reserves all property rights, copyrights, and rights of use to samples, offers, drawings, and similar information of a physical and non-physical nature, including in electronic form. Documents may not be made accessible to third parties without the consent of Gossner Systems. If an order is not placed with Gossner Systems, Gossner Systems is entitled to the return of the offer documents.

(6) Errors due to typing errors and/or calculation errors are reserved. This applies to all offers, order confirmations, and invoices from Gossner Systems. Errors due to inventory differences or missing goods (non-availability of goods) entitle Gossner Systems to withdraw from the contract, in particular if Gossner Systems had already confirmed the order. Any claims for damages relating to a more expensive replacement purchase are excluded.

§2 Conclusion of contract

(1) Offers made by Gossner Systems are subject to change without notice, unless the binding nature of the offer is expressly stated in writing. This also applies if Gossner Systems has provided the customer with catalogs, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions, or documents—including in electronic form—to which Gossner Systems has reserved ownership rights and copyrights.

(2) Contracts shall only come into effect upon confirmation of the order by Gossner Systems in writing or text form, which may also be done together with the invoicing, or upon delivery. Other changes remain reserved within reasonable limits. The written order confirmation shall be replaced by the invoice if the order is executed immediately by Gossner Systems.

(3) All contract negotiations between the parties, telephone agreements, or other arrangements, in particular changes to the contractual agreements, must be in text or written form to be effective and, insofar as they contain deviations from the originally agreed purchase contract, require the written consent of Gossner Systems.

(4) By placing an order, the client makes a binding contractual offer. Orders placed by the client with Gossner Systems are considered requests for Gossner Systems to submit an offer. Gossner Systems will confirm receipt of the order by sending a declaration of acceptance in the form of an order confirmation. Gossner Systems is entitled to accept the contractual offer within a period of 2 weeks.

(5) Furthermore, Gossner Systems is entitled to refuse to accept the order – for example, after checking creditworthiness – or, if necessary, to adjust the payment terms.

(6) The written order confirmation and any addenda thereto shall be decisive for the type and quantity of goods to be delivered by Gossner Systems and the terms and conditions thereof.

§3 Delivery time, partial deliveries

(1) Delivery dates specified by Gossner Systems are generally non-binding, unless fixed delivery dates have been expressly confirmed by Gossner Systems in writing in individual cases. The delivery period for deliveries by Gossner Systems shall

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commence upon dispatch of the order confirmation by Gossner Systems, but not before the customer has provided any documents, approvals, or releases that may be required, unless otherwise agreed. The commencement and adherence to specified deadlines shall also be subject to the clarification of all commercial and technical issues.

(2) Gossner Systems shall be deemed to have met the delivery period if, by the end of the delivery period, readiness for shipment has been notified or the delivery item has left the warehouse of Gossner Systems or the first European importer.

(3) If a non-binding delivery period is not met, Gossner Systems shall be in default of delivery if the delivery has not been made within four weeks of receipt of a written reminder from the customer to Gossner Systems.

(4) The delivery period shall be extended in the event of measures taken in the context of labor disputes, in particular strikes and lockouts, as well as in the event of unforeseen obstacles beyond the control of Gossner Systems, e.g. operational disruptions, delays in the delivery of externally sourced materials necessary for the fulfillment of the order, insofar as such events can be proven to have a significant influence on the delivery of the delivery item. This also applies if these circumstances occur at pre-suppliers and subcontractors. The delivery period shall be extended in accordance with the duration of such measures and obstacles. Gossner Systems shall also not be responsible for the aforementioned circumstances if they arise during an already existing delay. Gossner Systems shall notify the customer of the beginning and end of such obstacles as soon as possible.

(5) If a supplier of Gossner Systems has performed the contract poorly or late, Gossner Systems cannot be held liable for compensation for damages incurred by the customer, such as additional costs for production extension or assumption/replacement of contractual penalties, etc.

(6) We shall not be liable for any delays in transport outside the registered office of Gossner Systems for which we are not responsible, even if delivery times have been agreed as binding.

(7) Deliveries shall be made to the agreed delivery address. In the event of changed instructions, the customer shall bear the additional costs incurred as a result. For deliveries by Gossner Systems, the place of performance shall be the Gossner Systems factory/warehouse as the point of shipment.

(8) Gossner Systems reserves the right to execute orders in partial deliveries, unless otherwise agreed and this is reasonable for the customer and does not result in any disadvantages in use.

(9) Goods must be accepted in equal quantities during the agreed delivery periods. The customer shall be liable for the consequences of delayed or insufficient call-offs.

(10) If the customer, its authorized representative, or assistant unjustifiably refuses acceptance, it shall bear all damages and expenses arising from the refusal of acceptance.

§4 Shipping, transfer of risk

(1) Shipping is always at the expense and risk of the customer for the inventory of the goods. The risk is transferred to the customer at the latest upon handover to the carrier or upon dispatch of the goods. The goods are only insured at the written request of the customer and at their expense.

(2) If the customer does not accept the goods declared ready for delivery at the time of delivery, the risk of accidental loss shall also pass to the customer at the time of delivery.

(3) The transfer of risk also applies to the risk resulting from poor packaging and poor loading.

§5 Prices, terms of payment, default, offsetting

(1) All prices are strictly net ex works/warehouse/factory 87600 Kaufbeuren, plus sales tax at the rate applicable on the date of invoicing. Prices are ex works or warehouse and exclude packaging and other shipping and transport costs.

(2) The prices quoted by Gossner Systems in price lists or other statements are subject to change without notice, unless the customer has agreed a price with Gossner Systems.

(3) If, particularly in the case of framework supply contracts, there is a change in the manufacturing or procurement conditions or a demonstrable change in external costs as a result of increases in raw material prices, increased wage rates, or other cost increases, such as those resulting from unforeseeable currency fluctuations and cases of force majeure, Gossner Systems shall be entitled to charge a reasonable surcharge in line with the market situation. The new price shall apply to all orders or parts of

orders called off after the price increase. The customer is entitled to cancel the individual call-off order to which the price adjustment applies if the parties cannot agree on the price increase, unless the customer is responsible for the delayed delivery call-off. The right of termination can only be exercised within four weeks of notification of the price increase by the customer.

(4) If it becomes apparent that invoices from this or other orders will not be paid or will not be paid on time, or if the trade credit volume is almost or completely exhausted or exceeded, Gossner Systems may demand advance payment for the production of further goods or delivery of goods against cash. Furthermore, further delivery may be made conditional upon the immediate payment of all claims arising from the business relationship that have been incurred and are due.

(5) In the event of defects, the customer shall not be entitled to a right of retention unless the goods are obviously defective. Nevertheless, the customer shall only be entitled to retention to the extent that the amount retained is in reasonable proportion to the defects and the anticipated costs of subsequent performance, in particular the rectification of defects. The customer is not entitled to assert claims and rights due to defects if the customer has not made due payments and the amount due is in reasonable proportion to the value of the delivery that may be defective.

(6) Deviating payment agreements and the deduction of discounts require a special written agreement.

(7) In the event of default in payment, Gossner Systems is entitled to charge default interest at a rate of 9% above the respective base rate of the ECB. We reserve the right to assert further claims for damages caused by default.

(8) If Gossner Systems makes advance payments, e.g., in the case of payment on account or direct debit, the client's data will be passed on for the purpose of credit assessment in order to protect our legitimate interests.

(9) The client may only offset claims by Gossner Systems with undisputed or legally established claims.

(10) If a customer defaults on one or more payments, Gossner Systems expressly reserves the right to refuse performance.

§6 Retention of title, pledging, assignment

(1) Until all remuneration claims of Gossner Systems arising from the contractual relationship and other existing claims arising from the ongoing business relationship with the client have been settled in full, Gossner Systems retains title to the delivered products and work.

(2) In the event of seizures, confiscation, or other dispositions by third parties, the client must notify Gossner Systems immediately and provide Gossner Systems with all information and documents necessary to protect Gossner Systems' property rights. Enforcement officers or third parties must be informed of the retention of title.

(3) The customer is entitled to sell the goods in the normal course of business, provided that it is not in default of its obligations to Gossner Systems. The risk of loss, damage, or wear and tear during the period of retention of title shall be borne by the customer. If the customer combines the goods with other items, Gossner Systems shall acquire co-ownership of the combined items in proportion to the value of the other items combined with the goods of Gossner Systems.

(4) The customer hereby assigns its claims from the resale of the goods subject to retention of title to Gossner Systems as security in the amount of the respective net invoice value of the goods subject to retention of title. Gossner Systems hereby accepts this assignment.

(5) Gossner Systems is entitled to assign or sell its claims arising from delivery and performance to a bank for financing purposes.

§7 Withdrawal, termination

(1) The customer is entitled to terminate the purchase contract concluded with Gossner Systems at any time prior to execution and delivery. If the termination is for reasons beyond the control of Gossner Systems, the customer is obliged to pay the full purchase price for the delivery items already produced at the time of receipt of the termination. For products not yet manufactured at this point in time, the customer shall owe Gossner Systems a lump-sum compensation amounting to 60% of the purchase price if the termination occurs within a period of 30 days prior to the expected delivery date. In other cases, the customer shall owe a lump-sum compensation of 40% of the purchase price, unless the customer can prove that the damage was less. Gossner Systems shall be entitled to demand the actual provable damage instead of the lump-sum compensation rates.

(2) If the customer defaults on its payments or the fulfillment of other obligations under the contract with Gossner Systems, suspends its payments, or if an application is made to open insolvency or composition proceedings against its assets or those

of its legal representatives, Gossner Systems shall be entitled to terminate the contract with immediate effect and to claim damages in lieu of the entire performance.

§8 Liability, Damages, Product Liability Act

(1) Gossner Systems shall be liable without limitation in accordance with the statutory provisions only for injury to life, limb, or health. If the customer asserts claims for damages, Gossner Systems shall only be liable for such claims that are based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Gossner Systems shall only be liable for slight negligence if an obligation is breached whose fulfillment is of particular importance for achieving the purpose of the contract (cardinal obligations).

(2) In the event of a slightly negligent breach of a cardinal obligation, Gossner Systems shall only be liable for damages that are typically to be expected in the context of the delivery of the products. However, liability shall be limited to twice the order value.

(3) Unless otherwise specified above, Gossner Systems shall not be liable for lost profits, consequential damages, or other indirect damages.

(4) Gossner Systems is not responsible for the accuracy of data and information provided by the client or created on behalf of the client and accepted and published with the services.

(5) In the event of a loss of data or programs for which Gossner Systems is responsible, Gossner Systems shall only be liable for the costs incurred for restoration, provided that the client has performed regular data backups, and it is thereby ensured that the lost data can be restored at reasonable expense. Any further claims are excluded.

(6) Liability under the Product Liability Act remains unaffected. The products are not intended for sale to consumers. The client guarantees that the products will not be sold to consumers, including by its customers. In the event of a breach of this obligation, the client will not assert any recourse claims against Gossner Systems for defects in accordance with § 478 BGB (German Civil Code).

(7) Any demonstrations and tests of Gossner Systems products at the client's premises may only be carried out on isolated test installations and are at the client's own risk.

(8) The client shall not modify products with regard to safety-related aspects. In particular, it shall not modify or remove existing warnings about dangers in the event of improper use. In the event of a breach of this obligation, the client shall indemnify Gossner Systems internally against product liability claims by third parties, unless the client is not responsible for the error giving rise to the liability.

(9) If claims for damages are made against Gossner Systems under producer liability pursuant to § 823 BGB (German Civil Code), Gossner Systems shall limit its liability beyond the above provisions to the compensation paid by the liability insurer. The sum insured shall be typical for the damage, contract, and item. If the insurance does not cover the damage or does not cover it in full, Gossner Systems' liability, limited to the amount of the sum insured, shall remain unaffected. If the sum insured is not typical for the damage, contract, and subject matter, Gossner Systems shall limit its liability in such cases to the amount of damage typical for the damage, contract, and subject matter.

(10) Claims for damages by the customer due to a defect shall become time-barred one year after delivery of the goods or acceptance of the service. This shall not apply if Gossner Systems is guilty of gross negligence, as well as in the event of physical injury, damage to health, or loss of life of the customer attributable to us. The statutory periods shall apply to claims based on proven intentional or fraudulent conduct and to claims under the Product Liability Act.

§9 Total liability

(1) Any liability for damages beyond that provided for in § 8 is excluded, regardless of the legal nature of the claim asserted. This applies in particular to claims for damages arising from culpa in contrahendo, other breaches of duty, or tortious claims for compensation for property damage pursuant to § 823 BGB.

(2) The limitation pursuant to paragraph (1) shall also apply if the customer demands compensation for useless expenses instead of a claim for compensation for damage in lieu of performance.

(3) Insofar as Gossner Systems' liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of its employees, workers, staff, representatives, and vicarious agents.

§10 Warranty

(1) Only the product description provided by Gossner Systems shall be deemed agreed as the quality of the goods. Public statements, promotions, or advertising by the manufacturer do not constitute a contractual description of the quality of the goods. Only those quality specifications that have been expressly agreed between Gossner Systems and the client in accordance with the content of the service specification and the written order confirmation shall be deemed to have been agreed. Service descriptions or specifications or the contents of service manuals issued by Gossner Systems do not constitute assurances of characteristics.

If the customer assumes performance characteristics that are included in a brochure but not in the service specification, they must notify Gossner Systems of this immediately after order confirmation, otherwise they shall not be deemed to be owed. Product deviations in the sense of market innovations shall not be considered defects.

(2) Claims for warranty for defects that are attributable to improper handling by the customer or failure to observe the instructions for use are excluded. Warranty claims are also excluded if they are attributable to information provided by the customer, in particular dimensions, drawings, and plans. Claims for infringement of third-party property rights are excluded if the infringement is attributable to the customer's instructions.

(3) In particular, no warranty shall be assumed in the following cases: unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, chemical, electrochemical, or electrical influences, insofar as these are not the responsibility of Gossner Systems.

(4) Before commissioning, the customer must carefully read the manuals and assembly and operating instructions supplied. If the customer has any doubts, they are entitled to immediate clarification and instruction. If damage to the contractual item occurs as a result of incorrect commissioning without the customer having obtained additional technical instructions from Gossner Systems in advance, Gossner Systems shall be entitled to compensation for the expenses incurred for the repair; in this case, the customer shall not be entitled to claim damages for any consequential damage.

(5) Gossner Systems shall provide the service in accordance with the current state of the art.

(6) The client must report defects immediately, in any case within 14 days of delivery/performance by Gossner Systems, and hidden defects within 14 days of their discovery, describing the defect; otherwise, the services and work shall be deemed approved within the meaning of § 377 HGB (German Commercial Code). In this case, the assertion of warranty and damage claims as well as the right to contest errors due to defects is excluded.

(7) Any defects discovered must be reported in text or written form. The complaint must be made with a detailed description of the suspected causes and effects. Upon request, Gossner Systems must be provided with suitable documentation, in particular in the form of photographs.

(8) After notification of defects, the client must give Gossner Systems sufficient opportunity to inspect the defects and carry out all necessary repair work and replacement deliveries. This requires coordination of dates, without which Gossner Systems shall not be in default of performance. Only in urgent cases where operational safety is at risk or to prevent disproportionately large damage, in which case Gossner Systems must be notified immediately, shall the customer have the right to remedy the defect itself or have it remedied by third parties if Gossner Systems is unable to remedy the defect itself or arrange for it to be remedied due to time constraints. In this case, Gossner Systems shall reimburse the proven costs of rectification.

(9) Defective deliveries shall be repaired or replaced at Gossner Systems' discretion. If the repair fails repeatedly within a reasonable period of time, the customer may demand that the contract be rescinded.

(10) The customer shall support Gossner Systems to the best of its ability in the event of a possible rectification of defects. Prior to the rectification of defects, the customer shall back up all information, data, and data carriers in full and, if necessary, remove them.

(11) The client shall only receive guarantees in the legal sense that go beyond the contractually agreed warranty from Gossner Systems if they are expressly assured in writing. Manufacturer guarantees remain unaffected by this.

(12) The warranty period is one year from delivery of the goods or acceptance of the service.

§11 Industrial property rights, license rights, and copyrights

(1) If software is included in the scope of delivery, the customer is granted a non-exclusive right to use the supplied software, including its documentation, for their own purposes. The use is granted for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited unless expressly agreed in the contract.

(2) The customer may only reproduce, revise, translate, or convert the object code into source code to the extent permitted by law. The customer undertakes not to remove or modify manufacturer information, in particular copyright notices, without the prior written consent of Gossner Systems.

(3) The granting of sublicenses is not permitted without the express permission of Gossner Systems.

(4) Otherwise, the copyrights and rights of use and exploitation of the purchased product remain with Gossner Systems, regardless of delivery to the customer. The reproduction of individual delivery items or systems from Gossner Systems requires the prior written consent of Gossner Systems.

§12 Special provisions for software development and licenses

(1) Subject matter of the contract for custom development: In the case of the individual creation of software or apps (custom development), the subject matter of the contract is the creation of the software specified in the offer or requirements specification and the granting of the rights of use defined therein. A separately agreed requirements specification is the binding basis for the provision of services.

(2) Client's obligations to cooperate: The client is obliged to cooperate to the extent necessary for the proper execution of the order. In particular, the client shall provide Gossner Systems with all information, data, access, and documents necessary for the provision of services in a timely manner. If the client fails to fulfill its obligations to cooperate or does so only inadequately, resulting in delays or additional expenses, Gossner Systems shall be entitled to invoice the additional expenses incurred separately.

(3) Change request procedure: Change requests by the client after the order has been placed must be submitted to Gossner Systems in writing (change request). Gossner Systems will review the change request and inform the client of the effects on the schedule and remuneration. The implementation of the change request requires a separate written agreement.

(4) Acceptance: After completion and handover of the software for testing, the client must check it for contractual compliance without delay, at the latest within 14 working days, and declare acceptance. Acceptance shall be deemed to have been granted if the client uses the software productively or does not refuse acceptance within the specified period, stating significant defects. Insignificant defects shall not prevent acceptance.

(5) Granting of rights in the case of contract development: Upon full payment of the agreed remuneration, the client shall, unless otherwise agreed, receive an exclusive, temporally and spatially unlimited right to use the software created for them to the extent agreed in the contract. Gossner Systems remains entitled to use general libraries, frameworks, and know-how used for development for other projects. The source code shall only be handed over if this has been expressly agreed in writing.

(6) Rights to standard software/apps: When purchasing standard software or apps from Gossner Systems, the client receives a non-exclusive, temporally unlimited right to use the software in accordance with the product description. The provisions of §11 apply accordingly.

§13 Confidentiality and non-disclosure obligation

(1) Gossner Systems stores client data exclusively for contractual and administrative purposes.

(2) Both contracting parties undertake to treat as confidential any information marked as confidential that becomes known to them in the course of the order. This obligation shall continue to apply even after the end of the contractual relationship.

§14 Severability clause

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the General Terms and Conditions as a whole or the validity of the remaining provisions. The same applies to the individual contract. In this case, the invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision.

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§15 General

- (1) Amendments and additions to these General Terms and Conditions and the individual contract must be made in writing.
- (2) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law.
- (3) The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Kempten.
- (4) Unless otherwise stated in the order confirmation, the place of performance is the registered office of Gossner Systems.

Kaufbeuren, November 2025