

## I. Scope of application

General Terms and Conditions of Sale, Delivery and Repair of Electrolux Professional GmbH pandemic, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortage of following General Terms and Conditions of Sale, Delivery and Repair (hereinafter referred to as GTC) shall apply for the entire contractual relationship between Electrolux Professional GmbH, Fürther Straße 246 in 90429 Nuernberg, registered office Nuernberg, HRB No. 20581, VAT ID No: DE 191924998 (hereinafter referred to as "Electrolux") and its customers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) as well as legal entities under public law. Electrolux and the Customer shall hereinafter also be referred to individually as "Party" or jointly as "Parties".

1.1 Any general terms and conditions of the Customer that conflict with or deviate from or supplement these GTC shall not be recognised, are hereby rejected and shall not become part of the contract unless Electrolux expressly agrees to their application. The Customer's terms and conditions shall not become an integral part of the contract even if reference is made thereto in orders and Electrolux does not expressly object thereto or if it provides deliveries and services.

## II. General Terms and Conditions of Sale and Delivery

### 1. Conclusion of contract

1.1 If a Customer orders goods from Electrolux, this shall constitute a legally binding offer by the Customer to Electrolux to conclude a corresponding contract, which shall require written acceptance by Electrolux (text form, e.g. fax or e-mail without signature, shall also suffice as written form). Acceptance may also be effected by conclusive behaviour on the part of Electrolux, in particular by delivery of the goods. Confirmation of receipt of the order alone (order confirmation) shall not constitute acceptance of the contract by Electrolux. Unless otherwise stated in the Customer's offer, Electrolux shall be entitled to accept the offer within ten (10) working days of receipt. Working days are Monday to Friday, with the exception of national holidays.

1.2 Offers made by Electrolux to companies shall always be subject to change unless they are expressly marked as binding or state a specific acceptance period. This shall apply even where Electrolux has provided catalogues, technical documentation (e.g. drafts, plans, accounts, calculations and references to DIN standards) and/or any other product descriptions or documents—including in electronic format—to the Buyer.

### 2. Delivery, delay in delivery

2.1 The place of performance and fulfilment shall be Nuremberg. Electrolux shall deliver ex warehouse to the delivery address in Germany or Austria specified by the Customer. The risk of accidental loss or accidental deterioration of the goods shall pass to the Customer when the goods are handed over to the carrier and/or, in the case of collection by the Customer, when the goods are ready for dispatch.

2.2 All information on the availability, dispatch or delivery of a product in our (electronic) catalogues or order confirmations is estimated information only and shall be non-binding. Illustrations, shape, colour, dimensions and weight specifications in (electronic) catalogues or other printed matter can actually deviate, insofar as the deviation is insignificant and reasonable for the Customer.

2.3 Delivery dates stated in an order confirmation shall be binding. An agreed delivery period shall also be deemed to have been complied with if Electrolux has delivered the goods to the carrier by the agreed deadline or, in the event of the carrier's failure to appear or failure to appear on time, would have been able to hand them over or if the products are ready for collection by the Customer by the agreed deadline.

2.4 Partial deliveries shall be permissible insofar as they are reasonable for the Customer, i.e. the partial performance is usable for the Customer within the scope of the contractual intended purpose, the provision of the remaining performance is ensured and the Customer does not incur any significant additional expense as a result of the partial performance, or Electrolux agrees to bear such expense.

2.5 Electrolux reserves the right to make technical changes within the scope of what is reasonable.

2.6 If it becomes foreseeable to Electrolux that a delivery deadline cannot be met, Electrolux shall notify the Customer of this and of the expected new delivery deadline without delay.

2.7 Electrolux shall not be liable for impossibility or delay insofar as it is in each case based on force majeure or another event that was not foreseeable at the time of the conclusion of the contract and for which Electrolux is not responsible (force majeure; e.g. operational disruptions of all kinds, fire, natural disasters, epidemic, labour, energy or raw materials, delays in obtaining any necessary official permits, official/governmental measures).

2.8 Another event deemed equivalent to Clause 2.7 shall be the incorrect or untimely delivery to Electrolux by one of its suppliers if in each case Electrolux is not responsible for this and had concluded a corresponding covering transaction with the respective supplier at the time of conclusion of the contract with the Customer. This shall also apply if Electrolux concludes the covering transaction immediately after the conclusion of the contract with the Customer.

2.9 If Electrolux becomes aware of an event within the meaning of Clauses 2.7 or 2.8, Electrolux shall inform the Customer without delay. In the event of such an event, the performance periods/deadlines specified by Electrolux shall be automatically extended/postponed by the duration of such event plus a reasonable start-up period. If such events significantly complicate the delivery or service for Electrolux or make this impossible and the impediment is not just temporary, Electrolux shall be entitled to withdraw from the contract.

2.10 Delivery periods shall be automatically extended to a reasonable extent if the Customer fails to comply with its contractual obligations (including unwritten duties to cooperate or obligations) in a timely manner.

2.11 The statutory rights of Electrolux, in particular regarding the exemption from its obligation to perform (e.g. due to final or temporary impossibility or unreasonableness of performance and/or subsequent performance) and in the event of default of acceptance or performance on the part of the Customer, shall remain unaffected.

2.12 If Electrolux is in default with a delivery or service or if it becomes impossible for Electrolux to perform the delivery or service, irrespective of the reason, any liability on the part of Electrolux for damages shall be limited to 0.5% of the net invoice amount of the delivery concerned per full week of default, but not more than 5% of the net invoice amount of the delivery concerned. This shall not apply where liability is mandatory in cases of intent, gross negligence or bodily injury; this shall not entail a change in the burden of proof to the detriment of the Customer. The right of the Customer to withdraw from the contract after the expiry of a reasonable grace period and/or to claim damages for non-performance in accordance with Section II 6 remains unaffected.

### 3. Prices, payment terms

3.1 All prices are quoted in euros ex Electrolux warehouse plus packaging and shipping costs and value added tax (if not already shown).

3.2 Insofar as the agreed prices are based on Electrolux's list prices, these prices have not been expressly agreed as fixed (i.e. unchangeable) and delivery is not to take place until more than four (4) months after conclusion of the contract, Electrolux's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount). This shall also apply if a performance or delivery period of less than four (4) months had been agreed but, for reasons for which the Customer is responsible, the performance can be rendered by Electrolux later than four (4) months after the order confirmation and/or the order.

3.3 If no list prices have been agreed, Electrolux reserves the right to adjust the price if and to the extent that the circumstances on which the original calculation was based have changed after conclusion of the contract due to circumstances for which Electrolux is not responsible. In such cases, the Customer shall be informed and shall have the right to cancel the order due to the price increase.

3.4 Unless otherwise agreed, the remuneration payable by the Customer shall be due as follows:

Up to EUR 3,000	30 days from date of invoice and delivery, strictly net
Up to EUR 10,000	50% at the time of order placement, 50% 30 days after delivery, net

Up to EUR 100,000	1/3 at the time of order placement, 1/3 before delivery, 1/3 30 days after delivery net
Over 100,000	30% at the time of order placement, 30% before delivery, 30% 30 days after delivery, 10% after acceptance (if agreed), but no later than 60 days after delivery. The Customer may set off only those claims that are undisputed by Electrolux or have been finally determined by a court of law. The Customer may withhold payments only to the extent that such payments are either undisputed by Electrolux or have been legally established and, in the case of partial performance already rendered by Electrolux, are in reasonable proportion to the defects that have occurred.

3.5 If the Customer defaults on payments, Electrolux shall be entitled to demand immediate payment of all outstanding invoice amounts arising from the contractual relationship.

3.6 If the Customer is an association or a purchasing company of a group of companies, it confirms that it will disclose its granted purchasing benefits to its member companies or affiliated companies and pass these on to them, insofar as it is obliged vis-à-vis them to do so, and that the accounting and tax recording will be carried out properly by the association or the purchasing company.

#### **4. Retention of title**

4.1 The delivered goods shall remain the property of Electrolux until the purchase price has been paid in full (hereinafter referred to as "Reserved Goods").

In addition, the delivered goods shall remain the property of Electrolux until all claims which Electrolux has against the Customer arising from accounts receivables, including balance claims from the current account, have been settled.

4.2 The Customer shall be entitled to resell the Reserved Goods in the ordinary course of business if it is ensured that the payment is made to Electrolux and that ownership is not transferred to the Customer until the latter has fulfilled its payment obligations. The Customer may, in turn, resell the Reserved Goods without the reserved title thereby passing to the Customer. The Customer shall not be entitled to pledge the Reserved Goods or to assign them as security without the consent of Electrolux. The Customer must notify Electrolux immediately in the event of pledging, seizure or other transfers or interventions by third parties. The Customer shall bear the costs of a justifiably raised third-party action brought by Electrolux insofar as these costs cannot be recovered from the defendant third party.

4.3 The Customer hereby assigns its claims arising from the resale of the Reserved Goods, including all ancillary rights, in full in advance by way of security to Electrolux, which hereby accepts this assignment, without the need for any special declarations at a later date. The assignment also extends to balance claims arising within the framework of existing current account relationships or upon termination of such relationships of the Customer with its buyers.

4.4 The Customer shall be entitled to use, process, transform, combine, mix and/or sell the Reserved Goods in the ordinary course of business. The processing of the Reserved Goods shall always be carried out on behalf of Electrolux. If the Reserved Goods are mixed or combined with other materials, Electrolux shall acquire co-ownership of the newly created item in the ratio of the value of the Reserved Goods to the value of the newly created item. Insofar as Electrolux has not automatically become co-owner of the new item in proportion to the value of the Reserved Goods, the Customer hereby assigns to Electrolux its right of ownership or co-ownership and possession of the new item. The Customer shall keep the newly created item in safe custody for Electrolux free of charge and with due care.

4.5 If the Reserved Goods are sold by the Customer together with other goods not belonging to Electrolux, the Customer shall assign the claim to Electrolux only in the amount invoiced by Electrolux (including value-added tax). Electrolux hereby accepts the assignment.

4.6 If the Reserved Goods are sold after being combined, mixed or processed with other goods not belonging to Electrolux, the assignment shall be made only in the amount of Electrolux's co-ownership share thus created in the sold item; if no co-ownership share is created, the assignment shall be made in the amount of the part of the total price claim corresponding to the value of the Reserved Goods invoiced by Electrolux. If the Reserved Goods are used by the Customer for the performance of a contract for work and labour or work and materials, the Customer's claim arising therefrom shall be assigned to Electrolux to the same extent as determined above for the resale. The assigned claims shall serve as security for Electrolux in the same way as the Reserved Goods. Electrolux hereby accepts the assignment.

4.7 Until revoked and as long as the Customer is not in default, the Customer shall, however, be entitled to collect the claims assigned to Electrolux itself; it shall not, however, be entitled to dispose of them in any other way, e.g. assignment. At the request of Electrolux, the Customer shall notify the buyer concerned of the assignment of the claim and shall hand over to Electrolux the documents, e.g. invoices, required and provide the necessary information for Electrolux to assert its rights vis-à-vis the Customer. All costs of collection and any interventions shall be borne by the Customer.

4.8 In the case of payments by cheque/bill of exchange, ownership shall not pass until the cheque has been cleared in full.

4.9 Electrolux undertakes to release the security that it holds upon the Customer's request insofar as the realisable value thereof exceeds the claims to be secured by more than 20%.

4.10 In the event of breaches of duty on the part of the Customer, in particular in the event of default in payment, failure to honour due bills of exchange or cheques, cessation of payments or application for insolvency or any other significant deterioration in the Customer's financial circumstances, Electrolux shall be entitled, in the event of withdrawal from the contract, to take back all goods still subject to retention of title and to assert the further rights arising from the retention of title, and the Customer shall be obliged to surrender these. The Customer shall grant Electrolux and/or its agents access to all of its business premises for the purpose of inventory recording or taking back the goods. Electrolux shall be entitled to dispose of the Reserved Goods with the due care and diligence of a prudent businessman and to satisfy its claims from the proceeds thereof, taking into account the outstanding claims.

#### **5. Warranty**

5.1 Electrolux shall provide a warranty against defects in quality and defects in title (including incorrect /defective delivery, faulty assembly or similar services as well as faulty instructions) in accordance with the provisions of the law on sales (Sections 434 et seqq. BGB), subject to deviating or supplementary provisions in these GTC.

5.2 Electrolux guarantees only compliance with its product specifications. Electrolux shall not provide any further warranty, in particular for the suitability of the ordered goods for a specific use.

5.3 Unless acceptance has been expressly agreed, the Customer shall be obliged to inspect the delivered goods in accordance with Section 377 of the German Commercial Code (HGB) immediately after delivery to it or to the third party designated by it and to notify us of any defects without delay. Section 442 BGB remains unaffected.

5.4 The notification must be made in writing/text form and should, in the interest of time, be by email or fax. The notification must be sent without delay, at the latest, however, within (aa) five (5) working days after delivery (Section 377 para. 1 HGB) or (bb) —in the case of a defect which was not detectable during the inspection after delivery (Section 377 paras. 2 and 3 HGB)—within three (3) working days after discovery of the defect.

5.5 In the event of a defect, Electrolux shall be entitled and obliged, at its discretion and within a reasonable period of time, to remedy the defect (rectification) or to deliver a defect-free item (replacement). The Customer shall return replaced items to Electrolux in accordance with the statutory provisions.

5.6 Electrolux shall bear or reimburse the expenses required for the inspection and subsequent performance (in particular transport, travel, labour and material costs and, if applicable, removal and installation costs) in accordance with the statutory provisions if a defect is actually present. The inspection and

subsequent performance shall not, however, include either the removal of the defective item or the installation of the non-defective item if Electrolux was not originally obliged to install it. If a complaint by the Customer turns out to be unfounded, Electrolux shall be entitled to demand reimbursement from the Customer of its costs incurred as a result of the complaint (in particular for inspection and transport), unless the Customer was not able to recognise that the complaint was unfounded.

5.7 All claims for defects on the part of the Customer shall become statute-barred twelve (12) months after delivery, notwithstanding Section 438 para. 1 No. 3 BGB. This shall not apply in the case of intentional or grossly negligent breach of duty, for damages arising from injury to life, body or health, in the case of fraudulent concealment of a defect and/or in the case of mandatory statutory liability; in these cases the respective statutory limitation period shall apply.

5.8 However, if the goods are a building structure or an object which has been used for a building structure in accordance with its customary use and has caused the defectiveness thereof (construction material), the statutory limitation period pursuant to Section 438 para. 1 No. 2 BGB shall apply.

## **6. Liability**

Electrolux shall be liable without limitation—irrespective of the legal grounds—for damages resulting from a wilful or grossly negligent breach of duty by Electrolux or its legal representatives or vicarious agents.

6.1 In the event of a merely minor or slightly negligent breach of duty by Electrolux or one of its legal representatives or vicarious agents, Electrolux shall be liable (subject to a milder standard of liability in accordance with statutory provisions, e.g. for due diligence in its own affairs or for insignificant breaches of duty) only—without limitation—for damages based thereon arising from injury to life, body or health.

6.2 Electrolux shall be liable for damages arising from the breach of material contractual obligations in accordance with Clause 6.1. Material contractual obligations are those, the fulfilment of which is essential for the proper execution of the contract and upon compliance with which the Customer may normally be entitled to rely. In such cases, however, the liability of Electrolux shall be limited to the amount of damage typical for the contract and foreseeable at the time of conclusion of the contract.

6.3 The limitations of liability in Clauses 6.1 and 6.2 shall not apply if Electrolux has fraudulently concealed a defect, has assumed a guarantee of quality subject to compensation for damages or assumed a procurement risk. Furthermore, any mandatory statutory liability, in particular under the Product Liability Act, shall remain unaffected.

6.4 Insofar as the liability of Electrolux is excluded or limited, this shall also apply to any personal liability of its bodies, legal representatives, employees, staff and vicarious agents.

## **III. General Terms and Conditions for Repairs**

This Section III shall apply by way of supplementation in cases of repairs carried out by Electrolux outside the warranty cases described in Section II.5.

### **1. Carrying out the repair**

1.1 Electrolux shall repair large appliances (e.g. fully automatic washing machines, dishwashers) at the place of installation, unless the appliance can only be repaired professionally in a workshop; in the latter case, Electrolux shall collect the appliance from the Customer at the Customer's expense. The time of repair can only be determined to the nearest day.

1.2 The working time of the service technician shall be invoiced on the basis of labour values. The working time corresponding to a work value shall be shown on the repair orders. The travel costs shall be made up of proportional travel time and a flat-rate motor vehicle fee. The repair costs must be paid immediately after completion of the repair.

**1.3 Electrical appliances may only be repaired by appropriate electricians in accordance with the relevant safety and accident prevention regulations.**

### **2. Warranty, liability, statute of limitations**

2.1 In the event of a defective repair, the Customer shall be entitled to the statutory rights under the law on contracts for work and services (Sections

634 et seqq. BGB).

2.2 Notwithstanding Section 634a para. 1 No. 3 BGB, the Customer's claims for defects in the work shall become statute-barred after twelve (12) months from acceptance of the work. Section III.5.7 und II.5.8 of these GTC shall apply by way of supplementation.

2.3 Electrolux's liability shall be governed by Section II.6 of these GTC.

### **3. Right of lien**

Electrolux shall be entitled to a contractual lien on the appliances that have come into Electrolux's possession on account of its claim from the order. If an appliance is not collected and the remuneration due is not paid within three (3) months of a written request to do so or if acceptance of a return delivery is refused without justification, the obligation to continue to store the appliance and Electrolux's liability for slight negligence in the event of damage or loss shall lapse. After expiry of this period, Electrolux shall be entitled to sell the equipment at its market value, giving one month's notice of the sale. Any excess proceeds shall be refunded to the Customer.

## **IV. Customer satisfaction and data protection**

1. Electrolux services shall also include post-delivery follow-up and/or preparation and follow-up of the repair. When preparing the repair Electrolux will agree with the Customer on a date and manner for the repair. The sole purpose of the follow-up is to determine the Customer's satisfaction with the delivery of the goods or the repair. To this end, Electrolux or a service provider commissioned by Electrolux shall contact customers promptly after delivery of the goods or repair by mail, email or telephone. Electrolux shall, based on this feedback from customers, take the necessary measures, where appropriate, to remedy complaints or to avoid them in the future. Electrolux wishes to ensure that the goods delivered or the repairs carried out and the handling of the order meet customer expectations. Electrolux therefore sees this follow-up to the delivery as essential for good service.

2. Insofar as the Customer provides Electrolux with personal or company-related data, Electrolux shall use such data exclusively for the performance of the contract unless the Customer has expressly consented to any further use of its data. Upon request, Electrolux shall inform the Customer about the data stored about it and the origin of such data. The applicable data protection laws (Federal Data Protection Act and EU General Data Protection Regulation) shall apply. The Customer confirms that it has transmitted personal data to Electrolux only in a manner permitted by data protection law and that it has informed the data subjects of this in accordance with the applicable regulations.

3. Electrolux shall store personal or company-related data within the scope of reasonable technical means in such a way that it is not accessible to third parties. However, Electrolux cannot guarantee complete data security when communicating via the Internet or by email. The provisions of the data protection laws shall remain unaffected.

## **V. Obligation to comply with applicable law, prohibition of resale and export**

1. Electrolux attaches importance to the fact that its contractual partners and customers, like Electrolux itself, are committed to fair competition and in particular observe the respective laws applicable to them. The Customer therefore expressly undertakes, also vis-à-vis Electrolux, to observe and not violate the applicable laws, in particular antitrust and criminal laws, within the scope of the business relationship with Electrolux.

2. The resale of purchased goods to non-European countries is not permitted (export ban). If the Customer is a wholesaler, resale of purchased goods to end customers is prohibited.

## **VI. I. Applicable law and place of jurisdiction**

1. These GTC and the contractual relationship between Electrolux and the Customer, as well as non-contractual claims arising in connection with these GTC or the contractual relationship, shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

2. The exclusive place of jurisdiction for all disputes arising from or in relation to these GTC shall be Nuremberg. Electrolux reserves the right, however, to assert claims at the court responsible for the Customer's

registered office.

**VII. I. Severability clause**

The invalidity or unenforceability of one or more provisions of these GTC shall not affect the validity of the remaining provisions of these GTC. The same shall apply in the event that these GTC contain a regulation that is not per se necessary. As a replacement for the invalid or unenforceable provision, the Parties shall agree on the legally permissible and enforceable provision that comes closest in economic terms to the meaning and purpose of the invalid or unenforceable provision. If the GTC are incomplete, the Parties shall reach an agreement with the content they would have agreed upon within the sense of the GTC, had the loophole had been known at the time of the conclusion of the contract.

Version: 30 July 2021