

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

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GROHE SAUDI ARABIA LTD (hereinafter referred to as "GROHE") AS OF: 09/2023

1. General

1.1. The following General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC") apply to our business relationships with our customers. Unless these GTC stipulate otherwise, the statutory provisions shall apply to all contracts.

1.2. The acceptance by the customer of a service provided by us is sufficient for the validity of these GTC if the customer acts in the exercise of his commercial or independent professional activity when concluding the contract or is a legal entity under public law or a public special fund (commercial customer).

1.3. A customer within the meaning of these terms and conditions can be both a consumer and an entrepreneur (hereinafter referred to as "customer"). The customer is a consumer insofar as the purpose of the ordered deliveries and services cannot be attributed predominantly to his commercial or independent professional activity. On the other hand, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his commercial or independent professional activity.

1.4. Our GTC apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This approval requirement applies in any case, i.e. even if we carry out the delivery to the customer without reservation in knowledge of the customer's conditions.

1.5. Individual agreements made with the customer in individual cases (including ancillary agreements, additions and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

2. Offers

2.1. Our offers are subject to change and non-binding.

2.2. The order of the goods by the customer is considered a binding contract offer. A contract is only concluded with our written order confirmation.

3. Scope of delivery, transfer of risk, default of acceptance

3.1. Our order confirmation or any individually negotiated contract shall be decisive for the scope of the delivery.

3.2. We reserve the right to make changes in the execution of the object of performance in order to adapt to the state of the art, provided that performance data of the subject matter of the contract as a whole are not significantly changed as a result and this is reasonable for the customer. We will inform the customer in advance of significant changes in the execution of deliveries.

3.3. Deliveries and services shall be made ex works, where the place of performance for

the delivery and any subsequent performance is also located. At the request and expense of the customer, the goods will be shipped to another destination (sale by

shipment). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route and packaging).

3.4. The risk of accidental loss and accidental deterioration of the goods shall pass to the

buyer at the latest upon handover. In the case of a shipment purchase, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall

pass to the customer upon handover of the goods to the forwarder, the carrier or the person otherwise designated to carry out the shipment. The handover is the same if the customer is in default of acceptance.

3.5. If the customer is in default of acceptance, if he fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we are entitled to demand compensation for the resulting damage, including additional expenses.

4. Prices and terms of payment

4.1. All prices are in SR (Saudi Riyal) plus VAT ex works or warehouse. The costs of packaging and

freight shall be borne by the customer. For orders with a net value of at least SR 4000 -- we deliver in normal freight traffic free domicile including packaging.

4.2 GROHE reserves the right to adjust prices appropriately if cost increases occur after conclusion of the contract, in particular due to collective wage agreements or material price increases. The customer will be provided with evidence of the cost increases upon request. GROHE's right to adjust prices shall not apply to contracts with a consumer where the goods are to be delivered within four months after conclusion of the contract.

4.3 Our invoices are due for payment without deduction within 30 days of the invoice date and delivery, unless otherwise agreed. We grant a cash discount for advance payment, i.e. before invoicing and delivery. There is no entitlement to a discount as long as older, due invoices are unpaid. Payments by bill of exchange will not be accepted.

4.4 We shall be entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

4.5 For shipments to third party recipients we charge a surcharge of SR40 , -- plus VAT per delivery.

4.6 Upon expiry of the aforementioned payment period, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to claim further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) shall remain unaffected.

4.7 If, after conclusion of the contract, there is a significant deterioration in the financial circumstances of the customer, we shall be entitled to refuse performance in accordance

with the statutory provisions - and, if necessary, after setting a deadline - to withdraw from the contract. In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare the withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

4.8 The customer shall only be entitled to rights of set-off or retention insofar as his claim is undisputed or has been established as final and absolute by a court of law. In

the event of defects in the delivery, the customer's counter rights shall remain unaffected, in particular in accordance with Section 7 of these GTC.

4.9 If, after prior written agreement in individual cases, we declare ourselves willing to take back delivered goods without being legally or contractually obliged to do so, a processing fee of at least 20% of the value of the goods plus VAT shall be charged. Necessary reprocessing costs will be charged separately. For new cartons SR 20, -- plus

VAT per product will be charged. Returns with a value of goods below SR40, -- plus VAT

will not be refunded in principle. The transport risk and the transport costs are borne by the buyer.

5.1 Dates and deadlines are non-binding unless expressly agreed otherwise. The delivery

period shall not commence until the acts of cooperation required from the customer, e.g. documents, approvals or examinations to be provided by the customer, have been performed.

5.2 We shall be entitled to make partial deliveries insofar as they are reasonable for the customer.

5.3 We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events in our business or in the business of a

supplier which were not foreseeable at the time of conclusion of the contract.

5.4 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible, we shall inform the customer thereof without delay and notify the customer of the expected new delivery deadline. If the service is not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any services already rendered by the customer.

5.5 The occurrence of a delay in delivery shall be determined in accordance with the statutory provisions. If we are in default of delivery, the claim for damages to which the customer is entitled shall be limited to 2% of the purchase price of the goods in default of delivery per full week, up to a maximum of 10% of the purchase price.

6.1 We shall retain title to the delivery item until full payment of the purchase price, including the fees agreed for any ancillary services. In the case of contracts in which a consumer is not involved, the delivery items shall furthermore remain our property until all claims arising from the respective business relationship have been satisfied, irrespective of the legal grounds, including default interest and legal costs.

6.2 Any processing of the reserved goods shall be carried out on our behalf. In the event

of incorporation into third-party goods by the customer, we shall become co-owners of the newly created products in the ratio of the value of the reserved goods to the co-used third-party goods. The products thus created shall also be deemed to be goods subject to retention of title by us.

6.3 Until revoked, the customer shall be entitled to resell and/or process the reserved goods in the ordinary course of business. Other disposals, pledges or transfers by way of

security are not permitted. In case of access of third parties to the goods subject to retention of title, the customer shall point out our ownership and notify us immediately.

6.4 The customer hereby assigns to us by way of security all claims to which it is entitled

from the resale of the goods subject to retention of title, including ancillary rights in the amount of the value of the goods subject to retention of title.

6.5 The customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets its payment obligations towards us, there is no deficiency in the customer's ability to pay and we do not assert the retention of title by exercising a right pursuant to clause 6.6.

6.6 If the customer is in default of payment, we shall be entitled to revoke the direct debit authorization and to notify the customer's customers of the assignment and to take back the reserved goods or, if applicable, to demand the assignment of the customer's claims for return against third parties. Upon our request, the customer shall disclose the assignment and immediately hand over to us the necessary information and

documents. We shall be entitled to repossess the delivered goods in the event of default in payment or in the event of an application for insolvency proceedings against the customer's assets. The repossession of the goods subject to retention of title by us shall not constitute a withdrawal from the contract. The transport and other costs incurred by us as a result of the repossession shall be borne by the customer.

6.7 The customer shall notify us immediately in writing if an application is made to open insolvency proceedings or if third parties seize the goods subject to retention of title belonging to us.

6.8 If the realizable value of the security exceeds our claims by more than 10%, we shall

release securities of our choice at the customer's request.

7.1 If a consumer is not involved in the purchase contract, the customer's claims for defects shall be subject to the condition that the customer has fulfilled its statutory obligations to examine the goods and give notice of defects (§§ 377, 381 HGB).

7.2 We guarantee that the goods delivered by us have the agreed quality at the time of transfer of risk. If the quality was not agreed upon, it shall be assessed according to the statutory provisions (§ 434 para. 1 p. 2 and 3 BGB) whether a defect exists.

7.3 If the delivered goods are defective and a consumer is not involved in the contract, we shall, at our discretion, provide subsequent performance either by repair or replacement. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

7.4 If the supplementary performance fails or if a reasonable period to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the contract or demand a reduction.

7.5 We shall not be liable in the event of unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials or chemical, electrochemical or electrical influences, unless they are attributable to our fault.

7.6 Claims of the customer for damages or reimbursement of futile expenses shall also

exist in the case of defects only in accordance with clause 9 and shall otherwise be excluded.

8. limitation period

8.1 The limitation period for claims based on material defects and defects of title arising from contracts in which a consumer is not involved shall be one year from delivery.

8.2 If, however, the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be five (5) years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 BGB). Further special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall remain unaffected.

8.3 The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of our customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. However, claims for damages of the customer according to clause 9.2 as well as according to the Product Liability Act shall become time-barred exclusively according to the statutory limitation periods.

9 Liability and Compensation

9.1. We are liable for damages in the event of intent and gross negligence.

9.2. In the event of simple negligence, we shall only be liable for (i) damages alike for injury to life, limb or health and (ii) for damages alike due to the breach of a material contractual obligation. An essential contractual obligation is one whose fulfilment makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely. In the event of a breach of an essential contractual obligation, our liability is limited to compensation for the foreseeable, typically occurring damage.

9.3. In the event of property damage for which we are responsible, our liability shall be limited to the replacement of our liability insurance. Insofar as this does not occur, we shall be liable within the scope of the content and scope limitation of our liability in accordance with Section 9.2.

9.4. The limitations of liability resulting from Section 9.2 shall also apply to breaches of duty by or in favour of persons whose fault we are responsible for in accordance with statutory provisions. They do not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act.

10. Compliance, Indemnification and Termination in the Event of Breach of Contract

10.1. The Customer (including its employees or agents) is obliged to comply with all applicable laws and regulations in connection with its obligations. In particular, the customer (including his employees or representatives)

(i) make, arrange or support direct or indirect payments to third parties, nor grant significant gifts or gifts to third parties - this applies in particular to its customers, employees, shareholders or directors, nor will the Customer (including its employees or agents) accept or reconcile such payments/gifts that constitute unlawful and corrupt practices under the relevant laws ("Anti-Corruption Obligation"); (ii) comply with all trade regulations regarding compliance (e.B. embargoes, trade restrictions) under applicable law ("Compliance Obligation"); (iii) comply with competition law and, in

particular, all antitrust provisions ("antitrust obligation"); (iv) strictly comply with anti-corruption, antitrust and compliance obligations at all times, ensure that its employees and agents comply with these obligations and make it clear throughout its business transactions that it is acting in accordance with anti-corruption, antitrust and compliance obligations.

10.2. In the event of a breach of anti-corruption, antitrust or compliance obligations (i) we shall be entitled to damages in accordance with the statutory requirements; (ii) the customer shall indemnify or indemnify us against all and all claims of third parties; (iii) we are entitled to terminate the contract without notice in accordance with the statutory requirements.

11. Place of jurisdiction, choice of law and final provisions

11.1. The place of performance and payment is our headquarters.

11.2. The place of jurisdiction is Saudi Arabia if the customer is a merchant within the meaning of the Saudi Commercial Code, a legal entity under public law or a special fund under public law. However, we are also entitled to sue the customer at his registered office.

11.3. These GTC and the legal relationship between us and the customer shall be governed by Saudi law to the exclusion of the CISG (Convention on Contracts for the International Sale of Goods of 11.04.1980).

11.4. Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

Our information on data protection can be found at:

<https://www.grohe.com/de/corporate/datenschutzerklaerung.html>

To know more about the Warranty Information, please click '[here](#)'