

GENERAL TERMS AND CONDITIONS OF

HAGOLA Gastronomie-Technik GmbH & Co. KG, Goldenstedt („HAGOLA“)



I. General Provisions

1. These General Terms and Conditions ("GTC") apply to all business relationships, sales, and other legal transactions between HAGOLA and HAGOLA's customers ("Customer").
2. The GTC apply only if the Customer is an entrepreneur as defined in § 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.
3. The GTC also apply to all other legal transactions and contracts between HAGOLA and the Customer without the need for separate agreement in each instance.
4. The GTC apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the Customer shall only become part of the contract to the extent that HAGOLA has expressly agreed to their validity. This requirement for consent applies in all cases, including, for example, when the customer refers to its own General Terms and Conditions in connection with an order and HAGOLA does not expressly object to them.
5. Individual agreements (e.g., purchase agreements or framework supply agreements) take precedence over the General Terms and Conditions.

II. Conclusion of the Contract

1. Offers made by HAGOLA are subject to change unless they are expressly identified as binding contractual offers or specify a particular acceptance period.
2. HAGOLA is entitled to accept a contract offer from the customer within 2 weeks of its receipt. Acceptance generally takes place through a written order confirmation from HAGOLA or through delivery of the goods to the customer.
3. HAGOLA reserves the right of ownership, copyright, and the right to reclaim cost estimates, drawings, and other offer documents. Such documents may not be made available to third parties.
4. Drawings, photocopies, dimensions, weights, or other performance data contained in brochures, circulars, price lists, catalogs, other publications, or in HAGOLA's offers are binding only if they are expressly agreed to be binding.
5. HAGOLA reserves the right to make design changes, provided that the overall performance of the purchased item is not impaired as a result and provided that the changes are reasonable for the customer.
6. Since HAGOLA manufactures to order, the customer must review the order confirmation, including the attached documents and the drawings, dimensions, and other performance data contained therein, without delay—and no later than within 2 business days – and return it to HAGOLA with a review note, specifying any necessary adjustments. If any necessary adjustments are not notified, or are not notified in a timely or proper manner, the agreed-upon quality shall be determined solely by the information contained in the order confirmation and the attached documents. If the contract is concluded when the customer accepts an offer from HAGOLA, the customer must fulfill the above-mentioned review and notification obligations no later than upon acceptance of HAGOLA's offer.

III. Prices

The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services will be billed separately. Prices are quoted in EUR ex works, plus packaging, applicable value-added tax, and – for export deliveries – customs duties, fees, and other public charges.

IV. Terms of Payment

1. Invoice amounts are payable in euros within 14 days of the invoice date and delivery or acceptance of the goods, without any deductions, unless otherwise agreed (e.g., in the payment terms and payment deadlines specified for the order). The date of payment is determined by the date of receipt by HAGOLA.
2. Payment by check is not permitted.
3. In the event of default, default interest at a rate of 9 percentage points above the base interest rate shall be payable. HAGOLA reserves the right to claim higher damages. HAGOLA's claim to commercial due interest (Section 353 of the German Commercial Code (HGB)) remains unaffected.
4. In the event of default, the statutory flat fee pursuant to § 288(5), sentence 1, BGB in the amount of EUR 40.00 shall also be payable. The flat fee shall be offset against any damages owed, to the extent that the damages are attributable to the costs of legal action.
5. The customer is only permitted to set off counterclaims or withhold payments based on such claims to the extent that the counterclaims are undisputed, have been legally established, or arise from the same order under which the relevant delivery was made.
6. If the customer fails to meet its payment obligations, or if, after the conclusion of the contract, circumstances come to light that are likely to significantly impair the customer's creditworthiness, HAGOLA shall be entitled to make any outstanding deliveries or provide any outstanding services only against advance payment or the provision of security. The delivery period shall be extended accordingly.

V. Retention of Title and Security

1. The delivered goods ("Goods Subject to Retention of Title") shall remain the property of HAGOLA until all current and future claims of HAGOLA arising from the ongoing business relationship ("Secured Claims") have been paid in full.
2. The goods subject to retention of title may neither be pledged to third parties nor transferred as security prior to full payment of the Secured Claims. The customer must notify HAGOLA immediately in writing if a petition for the opening of insolvency proceedings is filed or if third parties (e.g., through attachments) seize the goods subject to retention of title. The customer is obligated to handle the goods subject to retention of title with due care; in particular, the customer is obligated to insure them at its own expense against fire, water damage, and theft at replacement value.
3. If the customer acts in breach of the contract—in particular, if the customer is in default of payment of a fee – HAGOLA is entitled, in accordance with statutory provisions, to withdraw from the contract and to demand the return of the goods subject to retention of title on the basis of the retention of title.
4. The customer is authorized, until revoked as provided below in (c), to resell, process, and combine or mix the goods subject to retention of title with other items in the ordinary course of business. In this case, the following provisions shall apply in addition:
 - a. If the goods subject to retention of title are processed by the customer, it is agreed that the processing shall be carried out in the name and on behalf of HAGOLA as the manufacturer, and HAGOLA shall immediately acquire ownership or – if the processing involves materials from multiple owners or the value of the processed item exceeds the value of the goods subject to retention of title – acquires co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. In the event that HAGOLA does not acquire such ownership, the customer hereby assigns its future ownership or – in the aforementioned ratio – co-ownership of the newly created item to HAGOLA as security. HAGOLA accepts this assignment.

- b. If the goods subject to retention of title are combined with other items to form a single item or are inseparably mixed with them, and if one of the items is to be regarded as the principal item, such that HAGOLA or the customer acquires sole ownership, the party owning the principal item shall transfer to the other party a proportionate share of co-ownership in the single item in the ratio specified in subparagraph (a). The respective acquirer accepts the transfer.
- c. In all other respects, the provisions applicable to goods subject to retention of title under (a) and (b) above shall apply to the products.
- d. The customer hereby assigns to HAGOLA, by way of security, all claims against third parties arising from the resale of the goods subject to retention of title or the product, either in full or in the amount of HAGOLA's potential co-ownership share pursuant to paragraphs (a) and (b) above. HAGOLA accepts the assignment. The customer's obligations set forth in Section V, paragraph 2, also apply with respect to the assigned claims.
- e. The customer remains authorized, alongside HAGOLA, to collect the receivable arising from the resale. HAGOLA will not collect the customer's receivable as long as the customer meets its payment obligations to HAGOLA, there is no impairment of its ability to pay, and HAGOLA does not assert the retention of title by exercising a right pursuant to Section V, Paragraph 3. If this is the case, however, HAGOLA may demand that the customer disclose to HAGOLA the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment. Furthermore, in this case, HAGOLA is entitled to revoke the customer's authority to further sell or process the goods subject to retention of title.
- f. If the realizable value of the collateral exceeds HAGOLA's claims by more than 10%, HAGOLA shall, at the customer's request, release collateral of HAGOLA's choosing.

VI. Deliveries, Acceptance, and Delivery Time

1. Deliveries are made ex works, which is also the place of performance for the delivery and any subsequent performance.
2. At the customer's request and expense, the goods will be shipped to another destination ("sale by shipment"). HAGOLA is entitled to determine the method of shipment (in particular, the carrier, shipping route, and packaging) at its discretion. An agreement for carriage-paid delivery also constitutes a sale with shipping, which exclusively covers deliveries via HAGOLA's in-house delivery route within Germany, excluding deliveries to islands.
3. The risk of accidental loss and accidental deterioration of the goods passes to the customer no later than upon handover. In the case of a sale by delivery, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, passes to the customer upon delivery of the goods to the person designated to carry out the shipment, regardless of which party bears the shipping costs. The handover is deemed to have taken place even if the customer is in default of acceptance.
4. To the extent that acceptance is required, the following terms and conditions shall apply in addition:
 - a. To the extent that HAGOLA is required to perform work, the customer must accept such work. The customer is obligated to accept the work if it meets the contractually stipulated requirements in all material respects. Acceptance may not be refused on the grounds of minor defects.
 - b. Any implied or explicit statement by the customer to the effect that it considers HAGOLA's performance to be substantially in accordance with the contract shall constitute acceptance. HAGOLA may require a formal acceptance for each acceptance, including, upon request, the preparation of an acceptance report. If HAGOLA requests acceptance of the service after completion – including, if applicable, before the expiration of the agreed-upon performance period – the customer must carry out the acceptance within 10 business days and report any defects in writing. If the customer declares acceptance or fails to respond within the aforementioned period without specifying at least one relevant defect in writing (including email), HAGOLA's work shall be deemed accepted.
 - c. If the customer does not request a formal acceptance, the work shall be deemed accepted – subject to prior written (including email) rejection of acceptance by the customer specifying at least one material defect – (i) upon the expiration of 10 business days following written (including email) notification of the completion of the work, (ii) upon the expiration of 10 business days following the handover of the work and/or (iii) 10 business days after the customer begins using the work.
 - d. The foregoing provisions regarding acceptance shall apply mutatis mutandis to the acceptance of partial services or partial works, provided this has been separately agreed upon. In addition, HAGOLA is entitled to demand partial acceptance to the extent that, from a practical standpoint, the services or work in question are physically or temporally distinct, or constitute distinct phases of performance within the scope of contract fulfillment.
 - e. If HAGOLA ships the work to a location other than the place of performance at the customer's request, the provisions governing sales by shipment shall apply accordingly.
 - f. The statutory provisions regarding acceptance remain unaffected in all other respects.
5. Delivery times are non-binding unless they have been expressly confirmed or agreed upon. In the case of sales by mail order, delivery periods – unless expressly stated otherwise by us – refer to the time of handover to the person designated to carry out the shipment. Delivery periods begin on the date the contract is concluded, but not before all execution details and all other prerequisites to be fulfilled by the customer for the proper execution of the contract have been clarified. The same applies to delivery dates. Subsequent changes to the order will extend the specified delivery date or delivery time accordingly. Early deliveries and partial deliveries are permitted.
6. HAGOLA shall not be liable for the impossibility of delivery or for delays in delivery to the extent that these are caused by force majeure or other events that were unforeseeable at the time the contract was concluded (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transportation delays, strikes, lawful lockouts, shortages of labor, energy, or raw materials, pandemics or epidemics, governmental measures, or the failure of suppliers to deliver, or to deliver correctly or on time, despite a corresponding hedging transaction entered into by the seller), for which HAGOLA is not responsible. If such events make delivery or performance significantly more difficult or impossible for HAGOLA and the hindrance is not merely temporary, HAGOLA is entitled to withdraw from the contract. In the case of temporary impediments, the delivery or performance periods shall be extended, or the delivery or performance dates shall be postponed, by the duration of the impediment plus a reasonable start-up period. To the extent that the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, the customer may withdraw from the contract by immediately notifying HAGOLA in writing.

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VII. Claims for Defects

1. Unless otherwise specified below, the statutory provisions apply to the customer's rights in the event of material defects and defects of title (including incorrect or incomplete deliveries, as well as improper assembly/installation or defective instructions). In all cases, the customer's rights arising from separately provided warranties – in particular those provided by the manufacturer – remain unaffected.
2. HAGOLA's liability for defects is based primarily on the agreement regarding the quality and intended use of the goods; see Section II, paragraphs 4 through 6. Public statements, promotional claims, or advertising by the manufacturer do not constitute an agreement regarding the quality of the goods.
3. In the case of sales contracts and contracts for work and materials, the customer's claims for defects are contingent upon the customer having fulfilled its statutory obligations to inspect the goods and give notice of defects (Sections 377, 381 of the German Commercial Code (HGB)). For building materials and other goods intended for installation or further processing, an inspection must in any case be conducted immediately prior to installation or processing. If a defect becomes apparent upon delivery, during inspection, or at any later time, HAGOLA must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 3 business days of delivery, and defects not detectable during inspection must be reported in writing within the same period upon discovery.
4. If the customer fails to conduct a proper inspection and/or report defects in accordance with Section VII, Paragraph 3, HAGOLA's liability for defects that were not reported, or were not reported in a timely or proper manner, is excluded. In the case of goods intended for assembly, fitting, or installation, this also applies if the defect became apparent only after the relevant processing as a result of a breach of one of these obligations; in which case, in particular, the customer shall have no claim for reimbursement of related costs, including removal and installation costs.
5. If the delivered item is defective, HAGOLA may choose to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement). If the type of subsequent performance chosen by HAGOLA is unreasonable for the customer in a specific case, the customer may reject it. HAGOLA's right to refuse subsequent performance under the statutory conditions remains unaffected.
6. HAGOLA is entitled to make the required subsequent performance contingent upon the customer's payment of the purchase price due. However, the customer is entitled to withhold a portion of the purchase price that is proportionate to the defect.
7. The customer must allow HAGOLA the time and opportunity necessary to carry out the remedial measures owed, in particular by handing over the goods subject to complaint for inspection. In the event of a replacement delivery, the customer must, at HAGOLA's request, return the defective goods in accordance with statutory provisions; however, the customer has no right to return the goods. Subsequent performance shall not include the removal, dismantling or deinstallation of the defective item, nor the fitting, attachment or installation of a non-defective item, if HAGOLA was not originally obliged to provide these services; the Customer's claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.
8. The expenses necessary for the purposes of inspection and subsequent performance, in particular transport, travel, labour and material costs, as well as any removal and installation costs, shall be borne or reimbursed by HAGOLA in accordance with the statutory provisions and these General Terms and Conditions, provided that a defect actually exists. Otherwise, HAGOLA may demand reimbursement from the customer for the costs incurred as a result of the unjustified request for rectification of defects, if the customer knew or should have realised that no defect actually existed.
9. In the event of imminent danger, e.g. where operational safety is at risk or to prevent significant damage, the customer has the right to rectify the defect themselves and to claim reimbursement from HAGOLA for the costs objectively necessary to do so. HAGOLA must be notified of any such self-remedy without delay, and where possible in advance. Please note that the HAGOLA hotline (details available on the HAGOLA website at www.hagola.de) is generally available 24 hours a day. The right to remedy the defect oneself does not apply if HAGOLA would be entitled to refuse corresponding subsequent performance in accordance with statutory provisions.
10. The customer's claims for reimbursement of expenses pursuant to Section 445a (1) of the German Civil Code (BGB) are excluded, unless the final contract in the supply chain is a sale of consumer goods (Sections 478, 474 BGB). The customer's claims for damages or reimbursement of futile expenditure (Section 284 of the German Civil Code (BGB)) shall, even in the event of defects in the goods, only arise in accordance with the provisions of Sections VIII and IX below.
11. HAGOLA's liability for defects does not extend to damage incurred by the customer as a result of natural wear and tear, damp, excessive heating of the premises, other temperature and weather conditions, or improper handling and cleaning.

VIII. Liability

1. Unless otherwise provided for in these General Terms and Conditions, including the following provisions, HAGOLA shall be liable for any breach of contractual and non-contractual obligations in accordance with statutory provisions.
2. HAGOLA shall be liable for damages – irrespective of the legal basis – under the principle of fault-based liability in cases of wilful misconduct and gross negligence. In cases of simple negligence, HAGOLA shall be liable, subject to statutory limitations on liability (e.g. due care in its own affairs; minor breach of duty), only
 - a. for damage resulting from loss of life, bodily injury or damage to health,
 - b. for damage resulting from a breach of a fundamental contractual obligation (i.e. an obligation the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party regularly relies and is entitled to rely); in this case, however, HAGOLA's liability is limited to compensation for the foreseeable, typically occurring damage.
3. The limitations of liability arising from Clause VIII(2) shall also apply in relation to third parties and in the event of breaches of duty by persons (including those acting for their benefit) for whose fault HAGOLA is liable under statutory provisions. They shall not apply where a defect has been fraudulently concealed or a guarantee as to the quality of the goods has been given, nor shall they apply to claims by the customer under the Product Liability Act.
4. In the event of a breach of duty that does not consist of a defect, the customer may only withdraw from the contract or terminate it if HAGOLA is responsible for the breach of duty. Any unrestricted right of the customer to terminate the contract (in particular pursuant to Sections 650 and 648 of the German Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

IX. Limitation Period

1. Notwithstanding Sections 438(1)(3) and 634a(1)(1) of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one year from delivery. Where acceptance is required, the limitation period begins upon acceptance.
2. Special statutory provisions on the limitation period (in particular Section 438(1)(1), (2) and (3), Sections 444 and 445b, and Section 634a(1)(2) of the German Civil Code (BGB)) remain unaffected.
3. The above limitation periods also apply to the Customer's contractual and non-contractual claims for damages arising from a defect in the goods or the work, unless the application of the standard statutory limitation period (Sections 195, 199 of the German Civil Code (BGB)) would result in a shorter limitation period in the individual case. Claims for damages by the customer pursuant to Clause VIII(2) and under the Product Liability Act shall be subject exclusively to the statutory limitation periods.

X. Final Provisions and Place of Jurisdiction

1. The exclusive place of jurisdiction – including at international level – for all disputes arising directly or indirectly from the contractual relationship shall be Vechta. HAGOLA shall, however, remain entitled to bring legal proceedings at the customer's general place of jurisdiction.
2. These General Terms and Conditions and the contractual relationship between HAGOLA and the customer are governed exclusively by the substantive law of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
3. Should any provision of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these General Terms and Conditions.

Date: October 2026