

Terms and Conditions

I. General

Robert Schiessl GmbH (hereinafter: Seller) does not recognise any terms and conditions of sale and delivery of the Customer that deviate from these Terms and Conditions, unless their validity has been expressly agreed to in writing. In this case, Section 306 (2) of the German Civil Code (BGB) shall apply in the event of conflicting General Terms and Conditions.

II. Offer

Any offers provided by the Seller in brochures are subject to change and non-binding. They do not constitute an offer within the meaning of Section 145 BGB. Individual offers sent to the Customer are also subject to change. The placement of orders constitutes the Customer's offers, which become part of the contract insofar as their acceptance has been confirmed by the Seller. Technical calculations provided to the Customer and attachments requested by the Customer shall take into account the information made available by the Customer for this purpose. In this respect, the verification of the dimensions, weights, quantities and technical data stated by the Seller shall be incumbent on the Customer. Delivery times stated by the Seller are not binding.

The Seller retains ownership and copyrights to cost estimates, designs and technical calculations. They may not be made accessible to third parties.

III. Order placement

Orders shall only be deemed to have been accepted if they have been confirmed in writing or fulfilled by the Seller within a reasonable period of time. Apart from the written order placement and acceptance, there are no further agreements. In particular, no assurances have been given beyond the written content of the contract. The Seller is entitled to demand appropriate securities from the Customer, for example in the form of unlimited, directly enforceable bank guarantees, even after conclusion of the contract and can make the fulfilment of the contract dependent on the provision of the security.

The Seller is entitled to withdraw from the contract if the Customer does not provide the requested security within a reasonable period of time despite repeated requests and setting of a deadline by the Seller.

IV. Prices

Prices are exclusive of freight and packaging costs. The prices are subject to change. The order will be billed for according to the prices valid on the day of the shipment. Any inflation surcharges applied by the Seller's suppliers shall be passed on to the Customer. If materials are traded according to stock exchange prices, the trading price on the day of delivery applies.

Calculation errors in invoices can be corrected retrospectively. For parcel shipments up to a net order value of € 750, the minimum quantity surcharge is € 12.95. For net order values of €751 and above, you will continue to receive the goods carriage paid and free of charge to your desired delivery location. For overnight express up to 30 kg and freight forwarding delivery applies an additional flat rate of 39.95 €. Commissioning, special transports, excess lengths, bulky or dangerous goods or other additional deliveries and services will be charged separately.

V. Terms of payment

- (1) Unless another method of payment has been agreed, the invoice amount is due 30 days after the date of issue without deduction. Invoices for heat transfer fluids and cooling brines, rents, freight charges as well as interest charges are payable 10 days after the date of invoice. The Seller reserves the right to deliver goods only by cash on delivery.
- (2) Repair work shall be deemed to have been accepted within the meaning of Section 640 BGB unless the Customer notifies us on the day after completion of the repair and return of the goods that he does not accept the work performance. Invoices for repair work carried out are due for payment 10 days after acceptance.
- (3) The acceptance of promissory notes and Customer bills of exchange requires a separate agreement. The Customer shall bear the immediately due bill of exchange and discount charges. Discount invoices are payable immediately.
- (4) In the event of delayed payment, reminder fees and interest on arrears will be charged at the statutory rate from the 31st day after the invoice date, if and insofar as the Seller has not incurred greater damage as a result of the delay. In this case, he may claim the actual interest damage incurred.
- (5) In the case of any counterclaims, the refusal of payment or the assertion of a right of retention on the part of the Customer is inadmissible if the claims on which the Customer relies are disputed or have not been legally established.
- (6) All claims shall become due and payable irrespective of the term of bills of exchange accepted if the Customer fails to meet its payment obligations or if circumstances become known which reduce the Customer's creditworthiness. In this case, the Seller shall be entitled to prohibit the resale of the items delivered under retention of title and/or to demand their return at the Seller's expense, without the Seller being entitled to a right of retention in this respect. The Seller is further entitled to revoke the authorization to collect claims from resale.
- (7) The right of the Seller to withdraw from the contract remains unaffected.

VI. Delivery and shipping

Deliveries by the Seller shall be made freight collect and at the risk of the Customer.

The following shall apply in addition to the delivery and shipment of special systems and compounds:

- (1) The confirmed dates are to be understood as outgoing dates ex works. Early total or partial delivery to a reasonable extent is permissible. Delivery dates and delivery periods shall be extended by the duration of the hindrance plus a reasonable start-up time in cases of force majeure or other unforeseeable events which cannot be overcome with reasonable efforts and over which the Seller has no influence and which significantly impede delivery, such as operational disruptions, transport delays, Customer change requests, strikes, failure on the part of the Customer to provide supplies, lockouts, incorrect or late delivery by our suppliers. Such influences will be communicated to the Customer within 3 days after the Seller has become aware of them. The Seller will not coordinate loading or placement at the shipping destination. Appropriate loading aids (forklifts, cranes, lifting vehicles) must be organised by the Customer.
- (2) If the goods are sent at the Customer's request, the risk of accidental loss and deterioration of the goods shall pass to the Customer upon their delivery to the shipping agent, but no later than upon leaving the factory or warehouse, regardless of whether the shipment is made from the place of performance and who bears the freight costs. If the goods are ready for shipping and the shipment is delayed for reasons for which the Seller is not responsible, the risk shall pass to the Customer upon receipt of the notification of readiness for shipping. In the event of default in acceptance, the Customer shall bear the storage costs. The current storage rate is € 4.00/m² and day of storage space and is due on the tenth day of delay.
- (3) In the event that the Customer provides special equipment and composite construction, the following shall apply in addition:
The Seller does not assume any responsibility for the possible loss of the material provisions provided by the Customer. All necessary documents must be immediately submitted to the Seller. Provisions must be available on the desired date at the Seller's premises or at the agreed production location. This is the sole responsibility of the Customer. If the provisions are not available at the desired date, we reserve the right to deliver unfinished systems. If the provision of materials does not take place on time and delays the production process, we reserve the right to bill the Customer for the corresponding additional expenditure.

VII. Handing over of containers

- (1) Steel cylinders, iron drums and the like are generally made available to the Customer free of charge for the first 120 days, with the exception of all recycling cylinders.
- (2) However, costs for the provision of the containers shall be charged as follows:
- for refrigerant cylinders from the 121st day € 0.25 per day and cylinder
- for large rental containers from the 61st day € 15.00 per day and container and are to be paid within 10 days of the invoice date.
- (3) The day on which the containers are made available to the Customer is to be included in the calculation. The aforementioned amounts are calculated for each day incurred after expiration of the free period.
- (4) The Customer confirms with his signature on the delivery note that he has received the containers free of any damage. He is liable for any damage to the containers that occurs during the time he is in possession of them. The containers are to be returned with the shipping paid for by the Customer.
- (5) Containers are only available to the Customer for the purpose of transporting the goods and only for the time required for this purpose and for removing the contents. Any other use is prohibited. The contracting party in this respect is exclusively the Customer, even if the delivery of the containers is made to a third party designated by the Customer.

VIII. Liability for defects

- (1) The limitation period for claims for liability for defects (claims for defects) shall be governed by the provisions of the German Civil Code (BGB). Unless expressly confirmed, the Seller will not acknowledge or make a declaration to suspend the statute of limitations by carrying out a subsequent performance, so that the statute of limitations will not re-commence newly.
- (2) Pursuant to Section 377 HGB, the Customer is obliged to immediately inspect received goods for completeness as well as for any deviations in quality or quantity and to immediately address any complaints due to incomplete or incorrect delivery or objections to recognisable defects in writing to the Seller, if possible, to the respective sales outlet of the Seller. In the event of an intended installation of the goods, the purchaser has the obligation to check the characteristics of the goods relevant for the installation immediately upon receipt of the goods.

Defects which have not been reported to the Seller within 7 days after receipt of the consignment or 7 days after discovery in the case of non-recognisable defects shall be deemed to have been approved and shall no longer entitle the buyer to assert claims for defects.

- (3) If, in the event of installation or attachment of the goods, the Customer fails to check the relevant external and internal properties of the goods prior to installation or attachment, he shall be deemed to have acted with gross negligence within the meaning of Sections 439 (3), 442 (1) sentence 2 BGB. In this case, the Customer's rights in respect of defects with regard to these properties shall only come into consideration if the defect in question has been fraudulently concealed or a guarantee for the quality of the goods has been assumed by the Seller.
- (4) Goods which are the subject of a complaint must be returned to the Seller or to the manufacturer's factory at the Customer's expense if the Seller so requests. If the Seller opts for subsequent performance, the transport costs shall be reimbursed to the Customer, unless disproportionality is excluded and/or limited pursuant to Section 439 (4) BGB.
- (5) The Seller reserves the right to determine the type of supplementary performance (replacement delivery, rectification of defects), taking into account the type of defect and the justified interests of the Customer.
- (6) If the Customer has installed the goods that were defective at the time of the passing of risk in another item or attached them to another item in accordance with their design type and intended use, the Customer may only claim reimbursement of expenses from the Seller for the removal of the defective goods and the installation or attachment of the repaired or delivered goods ("removal and installation costs") in accordance with the following provisions:
 - a) Required within the meaning of Section 439 (3) BGB are only such removal and installation costs that relate to the removal and installation or fitting of identical products, have been incurred on the basis of standard market conditions and are proven to the Seller by the Customer by submitting suitable receipts at least in writing.
 - b) Any Customer right to advance payment for dismantling and installation costs shall be excluded. The Customer is also not permitted to unilaterally offset claims for reimbursement of expenses for dismantling and installation costs against purchase price claims or other payment claims of the Seller without the consent of the Seller, unless these claims of the Customer are undisputed or have been legally established.
 - c) Claims by the Customer exceeding the necessary removal and installation costs, in particular costs for consequential damage due to defects, such as lost profit including imputed profit surcharges, operating downtime costs or additional costs for replacement procurements, do not constitute removal and installation costs and are therefore not reimbursable within the scope of subsequent performance pursuant to Section 439 (3) of the BGB.
 - d) If the expenses claimed by the Customer for subsequent performance within the meaning of Section 439 (3) BGB are disproportionate in the individual case, in particular in relation to the purchase price of the goods (in a defect-free condition) and taking into account the significance of the lack of contractual conformity, the Seller shall be entitled to refuse to reimburse these expenses in accordance with Section 439 (4) BGB. In this case, the customer shall be reimbursed a lump sum amounting to three times the net purchase price of the defective component delivered by the Seller in respective application of Section 475 (4) sentence 2 BGB.
- (7) The Customer grants the Seller the right to remedy defects twice for each defect.
- (8) Furthermore, the Seller reserves the right to satisfy justifiably asserted claims for defects by means of a replacement delivery. Until a factory decision on the justification of the complaint and the decision of the Seller on how to satisfy the claims for liability for defects, the Seller shall deliver a replacement at the request of the Customer and charge the Customer for the value of the replacement delivery. The invoiced amount will be credited if the complaint turns out to be justified or if the Seller decides that the claims for defects will be satisfied by a replacement delivery.
- (9) If, in the case of a return of goods made on the occasion of a complaint, it is found that the complaint was unjustified, the Seller shall be entitled to charge the Customer a reasonable fee for the inspection of the goods. If a return of the rejected goods is not possible, the Customer may only demand costs for a subsequent performance carried out or arranged by himself from the Seller if and insofar as the Seller has given his consent to this and the cost framework approved by the Seller is not exceeded.
- (10) Any claims for defects and any liability for damages shall be excluded in the event of unsuitable or improper use, faulty assembly or commissioning of the goods by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, excessive stress, improper storage and transport, unsuitable operating materials, defective work, chemical, electro-technical/electronic or electrical influences or comparable effects. Furthermore, the Seller shall not be liable and shall have no obligation to indemnify in particular for the following measures and actions of the Customer or third parties and their consequences: Improper rectification of defects, modification of the delivery item without the prior consent of the Seller,

installation of parts, in particular spare parts, which do not originate from the Seller or which have not been expressly approved for installation, as well as non-compliance with the operating and operating instructions.

- (11) In the event of only a minor breach of contract, in particular in the event of only minor defects, the Customer shall not be entitled to withdraw from the contract. If the Customer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, he shall not be entitled to any additional claim for damages due to the defect. If the Customer chooses compensation after failed supplementary performance, the goods remain with the Customer. The compensation is limited to the difference between the purchase price and the defect. This does not apply if the breach of contract was caused maliciously by the Seller.
- (12) For a rectification of notified defects by the Customer or third parties within the scope of the warranty approved by the Seller, the reimbursement claim for the work performance shall be limited to a maximum billing rate of € 45.00/hour net. Surcharges for Sundays and public holidays or other hardship surcharges or for specialist staff will only be reimbursed with prior agreement. Travel times and travel costs are to be shown separately and coordinated according to economic and ecological aspects commensurate with the expense/defect. Travel costs to and from the location of the defective item with a distance of more than 200 km shall only be reimbursed with the prior consent of the Seller. In this respect, the provisions of tax law on mileage allowances apply. The work and activity reports shall be submitted in writing without delay at the request of the Seller. Necessarily replaced or renewed cost-intensive components shall be provided by the Seller in exchange and shall not be invoiced. This applies accordingly to equipment, materials, lubricating and refrigerating agents.
- (13) We do not provide any warranty for material supplied by the Customer or procured on the basis of specifications provided by the Customer as well as for constructions (special and compound installations) provided by the Customer, insofar as the defect is due to the material supplied by the Customer or procured according to its specifications or a construction provided by the Customer proves to be fundamentally defective.
- (14) Unauthorised rectification by the Customer or by third parties shall result in the loss of all claims for defects against the Seller. The costs of rectification by the Customer or third parties without the prior written consent of the Seller shall not be borne. This shall not apply in urgent cases, in particular cases that cannot be postponed, where operational safety is endangered or to avert disproportionately large damage. In such cases, the Seller shall be immediately notified by the Customer and shall only be obliged to reimburse necessary costs.

IX. General liability

- (1) The Seller's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, non-performance, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations and tort, shall be limited as follows, insofar as fault is involved:
- (2) The Seller shall not be liable in the event of simple negligence on the part of its corporate bodies, legal representatives, employees or other vicarious agents, insofar as no material contractual obligations are breached. In particular, obligations to deliver or perform free of material defects are essential for the contract.
- (3) If the Seller of the item is liable for damages, this liability is limited to the damage which the Seller foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which he should have foreseen by exercising due care. In addition, indirect damage and consequential damage attributable to defects in the delivered goods shall only be compensable if such damage is typically to be expected when the delivered goods are used for their intended purpose.
- (4) The aforementioned exclusions and limitations of liability apply equally to the corporate bodies, legal representatives, employees and other vicarious agents of the Seller. Third-party companies and their employees are not vicarious agents of the Seller.
- (5) The limitations of this section shall not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, injury to life and limb or health or under the German Product Liability Act.
- (6) Liability shall in any case be limited to the amount at which the respective risk has been insured by the Seller, but not more than the value of the delivery, to the extent permitted by law.
- (7) Insofar as the Seller itself is entitled to claims for damages against its suppliers, for example under the German Product Liability Act, the Seller shall be entitled to assign such claims to the Customer. The Customer shall first undertake everything reasonable out of court to satisfy the assigned claims. Only if this does not lead to success can claims for damages, insofar as they are not contractually excluded, be asserted against the Seller. Claims for damages arising from a delay in delivery for which the Seller is not responsible cannot be asserted.

X. Return of goods

If the Seller agrees to take back the goods and refund any purchase prices already paid, beyond claims for liability for defects and cases of withdrawal, the processing of such an exchange shall be made dependent on the Customer providing the Seller with the complete details of the reference data (delivery note and invoice number). Returns must be made carriage paid to the place specified by the seller. The Seller is entitled to revoke his consent to exchange if the goods or the original packaging (not transport packaging) is damaged or missing. An exchange possibility is excluded from the outset for already installed parts, devices that were specially ordered for the Customer and for non-stock items and refrigerants. The Customer shall contribute to the processing costs of the return of goods with at least € 15.00/product or up to 10 % of the value of the goods. The Customer retains the option of providing evidence of a lesser expense.

XI. Retention of title

- (1) Until payment of all claims against the Customer which have already arisen at the time of delivery, the Seller retains ownership of the goods delivered by him (hereinafter referred to as: reserved goods). This shall also apply until bills of exchange and cheques for such claims have been honoured. Excluded from this are claims due to repair and maintenance work carried out.
- (2) The handling and processing of goods subject to retention of title shall be carried out for the Seller without any obligations arising for the Seller from this. If the goods subject to retention of title delivered by the Seller are processed, combined or mixed with goods owned by third parties, the Seller shall be entitled to ownership of the new item or the mixed stock in the fraction corresponding to the value of the goods subject to retention of title in relation to the value of the new item or the mixed stock at the time of processing, combination or mixing. If the Customer acquires sole ownership of the new item by operation of law through combination or mixing, the parties agree that the Customer shall transfer co-ownership of the new item to the Seller in proportion to the value of the reserved goods in relation to the value of the new item created at the time of combination or mixing and shall hold this in safe custody for the Seller free of charge. In order to ensure that the goods delivered by the Seller are still clearly identifiable after the combination or mixing, the Customer undertakes to specially mark and identify them in its records and invoices.
- (3) The Customer may only sell the delivered goods and the items resulting from the processing or treatment in the regular course of business. At the request of the Seller, the Customer shall insure the reserved goods at his own expense.
- (4) The Customer is prohibited from pledging or assigning the reserved goods as security. The claims arising from the resale of the goods subject to retention of title shall be assigned to the Seller upon conclusion of the contract, irrespective of whether the sale is made without or after processing, combination or mixing with other items not belonging to the Seller. The Seller accepts the assignment upon conclusion of the contract. In the event of sale of the reserved goods after processing, combination or mixing with other items not belonging to the Seller, the assignment of the claim shall apply in the amount of the invoice value of the goods delivered which are still under retention of title. The Customer is only authorised to collect the claims to the extent and as long as he meets his payment obligations to the Seller. In the event of default in payment or suspension of payment, in particular after filing for insolvency, the Customer shall be obliged to notify his Customers of the assignment and to send the Seller a list of the claims assigned to him. The Customer is obliged to inform the Seller immediately of any access by third parties to the goods subject to retention of title or of any seizure of claims, sending the relevant documents as well as an affidavit as proof of the retention of title existing in favour of the Seller.
- (5) In the event of a default in payment by the Customer, the Seller shall be entitled to demand immediate surrender of the goods not yet sold, without this already constituting the exercise of the right of withdrawal to which the Seller is entitled.
- (6) Until the goods are handed over, the Customer shall store the goods subject to retention of title for the Seller separately from other goods, mark them as the property of the Seller, refrain from any disposal of the property belonging to the Seller and provide the Seller with a list of the goods still subject to retention of title.
- (7) The Customer is obliged to insure the goods against fire and the risk of theft. All claims against the insurer with regard to the reserved goods shall be assigned to the Seller upon conclusion of the contract. The seller accepts the assignment upon conclusion of the contract.
- (8) At the request of the Customer, the Seller undertakes to release the (co-)ownership of the goods subject to retention of title reserved and granted to it in accordance with the aforementioned conditions at the Seller's discretion to the extent that its value realisable in the case of security exceeds the claims to be secured by 20%.

XII. Place of jurisdiction/place of performance

The parties agree on the applicability of German law to the exclusion of the provisions of the EGBGB (Introductory Act to the German Civil Code) on private international law and the jurisdiction of the German courts. The place of jurisdiction for all claims arising from the contractual relationship shall be the Regional Court of Munich I or the Local Court of Munich if, according to the amount in dispute, the Regional Court does not have jurisdiction, insofar as this is legally permissible. The place of performance for both parties is Oberhaching or the corresponding sales office of the Seller.

XIII. Severability clause

Should one of the above conditions be or become invalid, this shall not affect the validity of the remaining provisions. Furthermore, the invalid clause shall be replaced by a provision which comes closest to it in terms of content.