General Terms and Conditions of Sale and Delivery of KTI-Plersch Kältetechnik GmbH

I. Scope of application, form

1. These General Terms and Conditions of Sale (GTCS) shall apply to all our business relationships with our customers (“Purchasers”) if they are entrepreneurs (§ 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
2. The GTCS apply in particular to contracts for the sale and/or delivery (“Goods”). Unless otherwise agreed, the GTCS in the version valid at the time of the Customer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case. In the absence of a special agreement, a contract is concluded with the supplier's written order confirmation.
3. Our GTCS shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, even if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our GTCS.
4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the GTCS.
5. Legally relevant declarations and notifications of the customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCS.
7. We reserve the right to samples, cost estimates, drawings and similar. We reserve property rights and copyrights to samples, cost estimates, drawings and similar information of a physical and non-physical nature - also in electronic form; they may not be made accessible to third parties. In return, we undertake to make information and documents designated as confidential by the customer accessible to third parties only with the customer's consent.

II. Conclusion of contract, order confirmation, quality

1. Our offers are non-binding. This shall also apply if we have provided the customer with catalogs, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership rights and copyrights. We shall only be bound by our offers if they are expressly designated as binding.
2. The order of the goods by the customer shall be deemed a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer in writing within 14 days of its receipt by us.
3. Our written order confirmation shall be decisive for the scope of delivery.
4. We only assume guarantees of quality if these are expressly designated as such in an offer or an order confirmation and the obligations arising from the guarantee are unambiguously set out in detail in the offer or the order confirmation.
5. Verbal collateral agreements and assurances of our employees and representatives require our written confirmation to be legally effective.

III. Delivery period and delay in delivery

1. The delivery period shall be agreed individually or specified by us upon acceptance of the order. Our compliance with the delivery period is subject to the

condition that all commercial and technical questions between the contracting parties have been clarified and the customer has fulfilled all obligations incumbent on him, such as the provision of the necessary official certificates or permits or the payment of a deposit. The delivery period shall only begin to run from this point in time. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if we are responsible for the delay.

2. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this immediately and at the same time inform him of the expected new delivery deadline. If the service is also 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 consideration already paid by the customer. Non-availability of the service exists, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if we are not obliged to procure in individual cases.

3. The customer may withdraw from the contract if the entire performance becomes impossible for us before the transfer of risk. The customer may also withdraw from the contract if the delivery of a part of an order becomes impossible and he has a justified interest in refusing the partial delivery. If this is not the case, the customer must pay the contract price for the partial delivery. The same shall apply in the event of our inability to perform. In all other respects, Clause VII. 8. p. 1 and VII. 10. p. 1 shall apply. If the impossibility or inability occurs during the delay in acceptance or if the customer is solely or predominantly responsible for these circumstances, he shall remain obliged to provide consideration.

4. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the customer is required. If we are in default of delivery, the customer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, but not more than a total of 5% of the delivery value of the goods delivered late. We reserve the right to prove that the customer has incurred no damage or only significantly less damage than the above lump sum.

5. The rights of the customer pursuant to Section VIII. of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

IV. Delivery, transfer of risk, acceptance, default of acceptance

1. Delivery shall be ex-warehouse, which shall also be the place of performance for delivery and any subsequent performance as well as for payment. At the request and expense of the customer, the goods will be shipped to another destination (sale to destination). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

2. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to any agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance. The customer may not refuse acceptance in the event of an insignificant defect.

3. Partial deliveries are permissible insofar as reasonable for the customer.

4. If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lump sum compensation in the amount of ... EUR per calendar day, starting one month after notification of readiness for dispatch or acceptance. Proof of higher damages and our statutory claims (in particular reimbursement

of additional expenses, reasonable compensation, termination) shall remain unaffected. However, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum.

V. Prices and terms of payment

1. Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, namely ex works plus packaging, unloading and, if applicable, assembly, which shall be carried out at the prices valid at the time of the work. In addition, statutory value added tax shall be added at the applicable rate.
2. In the case of sale by delivery to a place other than the place of performance (Clause IV. 1), the customer shall bear the transportation costs ex warehouse and the costs of any transport insurance requested by him. If we do not invoice the transportation costs actually incurred in the individual case, a lump sum for transportation costs (excluding transport insurance) in the amount of ... EUR shall be deemed agreed. Any customs duties, fees, taxes and other public charges shall also be borne by the customer.
3. Unless otherwise agreed, the purchase price is due and payable as follows: 1/3 down payment after receipt of the order confirmation, 1/3 as soon as the customer has been informed that the main parts are ready for shipment and the remaining amount within one month after transfer of risk. However, we are 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. The customer shall be in default upon expiry of the above payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default. Our claim against merchants for commercial maturity interest (§ 353 HGB) remains unaffected.
5. The customer shall only be entitled to set-off-rights or retention rights insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's counter-rights shall remain unaffected, in particular pursuant to Section VII. 7 sentence 2 of these GTCS.
6. If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized by the customer's inability to pay, 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 (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

VI. Claims for defects by the customer

1. The statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title (including incorrect and short delivery as well as improper installation/assembly or defective delivery), unless otherwise specified below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 et seq. BGB) and the rights of the customer arising from separately stated guarantees, in particular on the part of the manufacturer, shall remain unaffected.
2. The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by us (in particular in catalogs or on our Internet homepage) at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 (3) BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.
3. In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if applicable, update the digital content insofar as this expressly results from a quality agreement in accordance with clause 2 above. In this respect, we

assume no liability for public statements made by the manufacturer or other third parties.

4. We shall not be liable for defects which the customer is aware of or is grossly negligent in not being aware of when the contract is concluded (§ 442 BGB). Furthermore, the customer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect is discovered during delivery, inspection or at any later time, we must be notified immediately in writing, stating the project and order number and, if applicable, the serial number of the goods and the nature of the defect. Sales representatives are not authorized to accept notices of defects or to make binding promises in connection with defects.

   In any case, obvious defects must be reported in writing within 48 (forty-eight) hours, but at the latest within 8 (eight) working days from delivery and defects that are not recognizable during the inspection must be reported within the same period from discovery. The defective part must be returned with a fully completed incident report within 60 days of discovery or recognizability of the defect. The transportation costs for the return delivery shall be borne by the customer. If the customer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, in particular, the customer shall have no claims for reimbursement of corresponding costs (“removal and installation costs”).

5. We do not assume any warranty in the following cases: Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - insofar as we are not responsible for them.

6. If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the customer in the individual case, he may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

7. We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the purchase price in relation to the defect if there can be no doubt about the justification of the complaint. The customer shall not have a right of retention if his claims for defects are time-barred.

8. The customer must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. Otherwise, we shall be released from liability for the resulting consequences. In the event of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions; the customer has no right of return. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obliged to perform these services; the customer's claims for reimbursement of corresponding costs (“dismantling and assembly costs”) shall remain unaffected. The delivery of replacement parts within the warranty period shall be subject to the same conditions as the original delivery of the scope of the order.

9. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, we may demand reimbursement from the customer for the costs arising from the unjustified request to remedy the defect if the customer knew or could have recognized that there was in fact no defect.

10. In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the customer has the right to remedy the defect himself and to demand compensation from us for the expenses objectively

necessary for this. We must be informed immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions. If the customer or a third party carries out repairs improperly, we shall not be liable for any resulting damage. The same applies to changes made to the delivery item without our prior consent.

11. If a reasonable deadline to be set by the customer for subsequent performance has expired without success or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

12. Claims of the customer for reimbursement of expenses in accordance with § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c p.2, 327 para. 5, 327u BGB).
Claims of the customer for damages or reimbursement of futile expenses (§ 284 BGB) shall only exist in accordance with the following clauses VIII. and IX. even if the goods are defective.

VII. Liability

1. Unless otherwise stated in these GTCS including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

2. We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only

a. for damages resulting from injury to life, body or health,

b. for damages arising from the breach of an essential contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

3. The limitations of liability resulting from the above clause 2 shall also apply to third parties and in the event of breaches of duty by persons (including in their favor) whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.

4. The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the customer (in particular in accordance with §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

5. [Unless otherwise agreed above, liability is excluded.]

VIII. Statute of limitations

1. Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

2. The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the 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 individual cases. Claims for damages on the part of the Purchaser pursuant to Clause VIII. 2 sentence 1 and sentence 2 (a) and pursuant to the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

IX. Use of software

1. Insofar as software is included in the scope of delivery, the customer is granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

2. The customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG).

3. The customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of the supplier. All other rights to the software and the documentation, including copies, shall remain with the Supplier or the software supplier. The granting of sublicenses is not permitted.

X. Choice of law, place of jurisdiction, written form and severability clause

1. These GTCS and the contractual relationship between us and the customer shall be governed by the 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.
2. If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in 88481 Balzheim. The same shall apply if the customer is an entrepreneur within the meaning of § 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or an overriding individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
3. Collateral agreements, reservations, amendments and supplements require our written confirmation in order to be valid.
4. Should a provision of these GTCS or a provision within the framework of other agreements relating to the supply contract be or become invalid, this shall not affect the validity of the remaining provisions and agreements.

Balzheim in October 2024