

GENERAL TERMS AND CONDITIONS

FRIGOPOL

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1. SCOPE

These General Terms and Conditions shall apply provided the contractual parties have not expressly agreed upon different conditions in writing. Any opposing conditions or conditions of the Buyer deviating from these terms and conditions shall not be recognized. These General Terms and Conditions of the Seller shall also apply if the Seller carries out delivery to the Buyer without any reservation and while fully aware of opposing conditions or conditions deviating from these General Terms and Conditions. Agreements entered into verbally by the field sales force shall require written confirmation by management in order to be effective. The General Terms and Conditions have been designed for legal transactions between merchants in terms of §1 KSchG (Employment Protection Act). If they are to be applied on an exceptional basis to legal transactions with consumers in terms of § 1 KSchG, then they shall only apply to the extent that they do not contradict the provisions of this act. The following provisions regarding the delivery of goods shall apply correspondingly for other services rendered by the Seller.

2. PRICING - PAYMENT CONDITIONS

The offers of the Seller are non-binding and without obligation. The purchase order signed by the Buyer is a binding offer. The Seller shall be authorized to accept this offer within 4 weeks by sending back a confirmation of order.

Unless otherwise stated in the confirmation of order, prices "ex-factory" of the Seller shall apply, excluding packaging and excluding loading. If delivery with notification has been stipulated, the prices are understood to exclude unloading and to individual distribution. The Seller shall reserve the right to increase prices appropriately if, after entering into this agreement, price increases should arise due in particular to collective agreements or increases in material costs. If an agreement is entered into without stipulation of prices, then the selling price applicable on the date of delivery shall be calculated. The legal value added tax is not included in the price. It will be shown separately on the invoice in the legally valid amount on the date of invoicing. Unless otherwise specified in the confirmation of order, half of the purchase amount shall be due upon receipt of the confirmation of order, with the remainder due within 10 days from receipt of the invoice or the notice of readiness to ship. The Buyer shall not be entitled to hold back payment due to warranty claims or other counterclaims not acknowledged by the Seller. If the Buyer is in default of an agreed payment or other service, then the Seller may insist upon fulfillment of the contract and

- Suspend fulfillment of his own obligations until payment in arrears or other services have been fulfilled
 - Claim a corresponding postponement of the delivery deadline
 - Call due the entire open purchase price
 - Charge default interest in the amount of 5% greater than the primary rate of the Austrian banks and demand reimbursement of all costs that have accrued to collect payment from the Buyer
 - Or, upon granting a suitable grace period, declare withdrawal from the agreement.
- If the Seller has called the entire open purchase price due because of a default of payment, and the Buyer has still not made the payment owed or rendered some other service, then the Seller may withdraw from the agreement by means of a written notification. Upon request of the Seller, the Buyer must return the Seller's goods that have already been delivered and pay damages for the decrease in value of the goods that has occurred, as well as reimburse all expenses which the Seller had to incur for carrying out the contract. For goods that have not yet been delivered, the Seller shall be entitled to provide the Buyer with the finished or semi-finished parts and to demand the respective share of the purchase price for them in return. Special models/constructions, which are not included in this price list, will be calculated upon request.

3. DELIVERY

The registered office of the Seller shall be considered the place of fulfillment for delivery and payment, even if in accordance with the agreement the delivery takes place at another location. Unless otherwise agreed, the delivery deadline shall begin with the latest of the following time periods:

- Date of confirmation of order
- Date of fulfillment of all technical, commercial and financial conditions incumbent upon the Buyer
- Date on which the Seller receives a prepayment to be paid prior to delivery of the goods or a letter of credit is issued

For later modifications to the agreement, which may influence the delivery deadline, the delivery deadline shall be extended accordingly, provided no special agreements have been reached. If delivery is delayed due to unforeseeable extraordinary circumstances, whether they have occurred at the Seller's location or at a supplier's location (such as an interruption of operations, official interventions, war, blockade, insurrection, delay in delivery of essential raw or building materials, energy supply problems, force majeure), then the delivery deadline shall be extended to a corresponding extent, provided the delivery or service has not become impossible. If the delivery or service becomes impossible due to the above-mentioned circumstances, then the Seller shall be released from the delivery obligation. These provisions shall also apply in the event of a strike or lockout. If the delivery deadline is extended in this case or if the Seller is released from the delivery, the purchaser may not derive any claims for damages. If the interference lasts for more than 3 months, the Buyer shall be entitled to withdraw from the as yet unfulfilled portion of the agreement after an appropriate grace period. If the Seller has caused a delay in delivery, then the Buyer may either demand fulfillment or, upon setting an appropriate time period for making up for the delivery, declare his withdrawal from the agreement. If the grace period set by the Buyer is not complied with due to a fault on the part of the Seller, then the Buyer may withdraw from the agreement with respect to all of the goods not yet delivered and all delivered goods that cannot be used appropriately on their own without the non-delivered goods, by means of a written notification. In this case, the Buyer shall have the right to reimbursement of the payments for the non-delivered goods or for the unusable goods and to the extent that the default in delivery was caused by gross culpability on the part of the Seller, to reimbursement of justifiable expenses he had to incur up to the time of dissolution of the agreement and for its execution. The Buyer must return goods already delivered and unusable goods to the Seller. Any other claims by the Buyer against the Seller based on the default of delivery by the Seller, in particular claims for damages due to non-fulfillment, shall be expressly excluded.

If the Buyer does not accept the contractually provided goods at the place contractually agreed upon or at the time contractually agreed upon, then the Seller may either demand fulfillment or, upon setting a time limit for acceptance, withdraw from the agreement. In this case, the Seller shall be entitled to request that the Buyer pay damages that have accrued to him, including any additional expenditures. In this case, the risk of possible demise or of possible deterioration of the object of sale shall pass over to the Buyer at the time in which the Buyer becomes in default of acceptance. The Seller shall be authorized to make partial and advance deliveries.

4. COMPENSATION

Any setting off with counterclaims by the Buyer or withholding of payments from other legal transactions shall only be permitted with the express written approval of the Seller.

5. RESERVATION OF OWNERSHIP

Until the Buyer has completely fulfilled all of his obligations, the Seller shall retain right of ownership to the object of purchase. Upon attachment or other utilization of the object of purchase, the Buyer shall be required to assert the right of ownership of the Seller and to notify the Seller promptly in writing. The Buyer shall be entitled to resell the object of purchase in the ordinary course of business. Should the goods be sold, however, the Buyer must reserve ownership of the object of purchase until complete payment. The Buyer shall at this point transfer to the Seller the receivable due him from the purchaser as a result of the resale up to the amount of the purchase price still outstanding at the time. The Buyer shall be obligated on one hand to notify his purchaser of the transfer at the time of concluding the resale, and on the other hand to notify the Seller promptly and in writing of the name and address of the purchaser as well as the amount of the receivable due him (the purchaser). The Seller shall be authorized to make use of the transfer at any time and collect the receivable himself. The Buyer shall be obligated to handle the object of purchase with care and to adequately insure it at his own expense against damage from fire, water, or theft at the replacement value. The processing or remodelling of the object of purchase by the Buyer shall always be undertaken for the Seller. If the object of purchase is processed with other objects not belonging to the Seller, then the Seller shall acquire co-ownership of the new item in a ratio of the value of the object of purchase to the other items being processed at the time of the processing. In other respects, the same shall apply for the item originating from the processing as for the objects of purchase delivered under reservation.

6. WARRANTY

Any defects impacting serviceability which are based on an error or defect in construction, material, or performance shall be warranted by the Seller according to the following provisions. The obligation for such warranty shall exist only for those defects that have occurred during a period of twelve months after start-up, for delivery with installation from completion of assembly, but at the latest fifteen months after delivery. The warranty claims assume that the Buyer notifies the Seller promptly and in writing of the defects that have occurred. The Seller must undertake the following, at his option, provided the defects are to be remedied by the Seller:

- Repair the faulty goods on the spot; at least to repair attempts shall be granted to the Seller in this case.
 - Warranty only on material supplied by the seller (except oil and refrigerant). Cost of installation and removal costs of third parties are not substituted by the seller.
- In any event, all warranty claims shall be limited in amount to the purchase price to be paid by the Buyer. The entrepreneurial Buyer must always prove that the defect was already present at the time of delivery.

An extension of the warranty period due to rectification of a defect shall only occur on the parts that have been repaired. If the Seller arranges to have the faulty goods or parts returned for the purpose of repair or replacement, then the Buyer shall assume the costs and risks of transport, provided not otherwise agreed in writing. The repaired or replaced goods or parts shall be returned to the Buyer provided not otherwise agreed, at the cost and risk of the Seller. The faulty goods or parts replaced in accordance with this article shall be at the disposal of the Seller. Operating instructions and a sheet with equipment-specific information such as test pressure, filling pressure, etc. shall be included with every system delivered. The instructions must be followed without fail. Above all, the Buyer must ensure that the oil- and gas-tightness have been inspected before start-up of the system. In the event of non-compliance, the warranty shall not apply.

The Seller shall only be held responsible for the costs of rectification of defects undertaken by the Buyer himself if the Seller has given his approval for this in writing. The Seller shall only warrant those defects which occur under compliance with the agreed operating conditions and under normal usage. He shall not warrant any defects that arise due to poor installation by the Buyer or his representatives, poor maintenance or poorly carried out repairs or repairs carried out without written approval of the Seller or changes by third parties or as a result of normal wear and tear. If a product is manufactured on the basis of design information, drawings or models of the Buyer, then the liability of the Seller shall not extend to the accuracy of the design, but rather to the fact that implementation occurred in accordance with the information from the Buyer. In these cases, the Buyer must hold the Seller harmless and without complaint for any violation of trademark rights.

7. COMPENSATION FOR DAMAGES AND LIABILITY

Unless otherwise stipulated in these provisions, liability claims for whatever legal reason shall be excluded. This shall not apply for personal injuries, however. The Seller shall therefore not be liable for damages that occur to the delivery object itself, in particular not for any lost profit or other property loss. The object of purchase shall only offer such guarantee as can be expected on the basis of license regulations, operating instructions, and regulations of the Seller regarding the handling of the object of purchase, in particular with regard to any prescribed inspections and other information provided. The Seller shall only be liable according to the latest state of the art, with claims for damages being limited in amount to the sum of the contract value, with a maximum amount equal to the annual sales between Buyer and Seller. Also expressly excluded is the duty of replacement for property damage resulting from the product liability act, as well as product liability claims that may be derived from other provisions.

8. PLACE OF JURISDICTION, APPLICABLE LAW

The functionally responsible court in Graz shall be the place of jurisdiction for all disputes arising from or in connection with this agreement. The contractual relationship shall be subject to Austrian substantive and formal law, with the exception of the UNCITRAL sale of goods law (Convention on Contracts for the International Sale of Goods dated 4/11/1980), the validity of which shall be expressly excluded.

9. SEVERABILITY CLAUSE

If one or more of the provisions should be or become ineffective at variance with the applicable legal system, this shall not affect the other provisions. The ineffective provision shall be replaced by a valid provision that most closely resembles the economic intent [of the original provision].