

Terms and conditions for the delivery, assembly maintenance and repair of **temptec** cold retention systems including accessories and merchandise

1. General information

1.1 These terms and conditions apply to all offers and contracts from **temptec** GmbH, hereinafter referred to as **temptec**. By signing the order / receiving the order confirmation, the customer accepts their validity.

1.2 **temptec** offers and cost estimates of are subject to change without notice with regard to delivery options, delivery time and quantity, unless otherwise expressly agreed in writing.

1.3 The contract is legally binding upon **temptec's** written order confirmation, at the latest upon execution of the delivery or service by **temptec**. The scope of the contractual delivery or service shall be based on the information in the order confirmation.

1.4 The place of performance for orders to **temptec** is Jetzendorf.

1.5 The exclusive place of jurisdiction for all present and future claims arising from the business relationship between **temptec** and registered traders is Ingolstadt.

1.6 The legal relationship between **temptec** and the customer shall be governed by the laws of the Federal Republic of Germany; the applicability of the UN Convention on Contracts for the International Sale of Goods (CSIG) is excluded.

2. Prices and payment terms

2.1 The prices and terms of payment stated in **temptec's** order confirmation are decisive. Deductions, discounts or verbal undertakings of the sales force are only binding if they have been expressly confirmed in writing.

2.2 All prices are quoted ex works at **temptec's** registered office net plus value added tax at the statutory rate. Transport (including insurance and customs), assembly, installation, training or other additional services will be charged separately.

2.3. **temptec** is entitled to demand interest at the statutory rate - currently 5% above the base rate of the ECB (European Central Bank) for consumers, otherwise 9% above the base rate of the ECB for commercial business transactions from the due date, otherwise from default of payment. After expiration of a reasonable grace period, **temptec** is also entitled, in the event of the customer's continuing default in payment, to withhold services from the entire business relationship with the customer until payment has been received. Further legal claims shall remain reserved. **temptec** may charge the customer an appropriate reminder fee for each additional reminder.

2.4 The customer shall only be entitled to offset claims against **temptec's** invoices if its counterclaim is undisputed or has been finally and conclusively determined by a court of law; furthermore, the customer may only assert a right of retention if this is based on claims from the same contractual relationship.

3. Extended retention of title / transfer by way of security / pledging / assignment of insurance claims

3.1. Deliveries by **temptec** are made under extended retention of title, i.e. in case of resale by the customer, the customer's purchase price claim against the purchaser is assigned to **temptec**. Title shall only pass to the customer once all **temptec's** claims arising from, and in connection with, the delivery contract (e.g. from assembly, maintenance or repair services, deliveries of spare parts or accessories) have been met.

3.2 If the buyer is a merchant, the title shall pass to the buyer when all its liabilities from the business relationship

with **temptec** have been settled (current account reservation). If the value of the securities existing for **temptec** exceeds the claims in total by more than 20%, **temptec** will release securities of its own choice pro rata at the customer's request.

3.3 In the case of repair orders, any claims of the customer against comprehensive and liability insurances shall be deemed assigned to **temptec** upon the placing of the order.

4. Warranty

4.1 These warranty conditions apply to **temptec's** cold retention systems, including accessories and merchandise manufactured or supplied by **temptec** on its own behalf, as well as to installation, maintenance and repair work carried out by **temptec**. They also apply to parts installed by **temptec**, which **temptec** has not manufactured itself. If the customer is not a consumer, any claims **temptec** has against its preliminary supplier due to a defect of by **temptec** delivered or installed or performed services or objects of performance shall be deemed assigned to the customer upon delivery.

4.2 **temptec's** warranty to consumers is valid for a maximum period of 24 months, to other customers, in particular companies, for a maximum period of 12 months, in each case starting on the day of delivery; otherwise the law applies.

4.3 For all warranty cases, **temptec** shall initially be entitled to supplementary performance. Repair or maintenance work by the customer or a third party must be reported to **temptec** prior to execution in order to maintain warranty claims against **temptec**, and **temptec** must have issued a repair authorisation prior to the execution of the work in such cases.

4.4 For parts installed in the course of supplementary performance, **temptec's** warranty shall only be granted within the contractual scope until the expiry of the original warranty period.

4.5 The warranty issued by **temptec** shall not apply if attempts to remedy defects or changes to the object of delivery or service have been made by third parties without **temptec's** prior written consent, in addition, in particular in the case of improper handling or natural wear and tear.

5. Liability

Claims for damages against **temptec** exceeding the customer's contractual and statutory warranty rights are excluded, unless there has been deliberate or gross negligence in individual cases.

6. Partial invalidity

Should a provision in these terms and conditions be or become invalid, the validity of all other provisions or agreements shall not be affected.