

## TERMS AND CONDITIONS OF STULZ GMBH

### Products division

#### I. General information

These terms shall also apply to all future business dealings under the exclusion of contradictory terms and conditions. Any deviations, changes and ancillary agreements always require our written confirmation.

#### II. Type and scope of the performances

1. Our offers are not binding. Our order confirmation or order shall be authoritative for the contractual content.
2. Our performance assurances are always made under the reservation of the ability to cover our own requirements and the correct and punctual self procurement.
3. The documents such as drawings and illustrations belonging to the offer are only approximately authoritative unless expressly marked as binding. We exclusively retain ownership to all property rights and copyrights to the offer and all documents; offers and documents may only be used for the purpose of executing the contract. They may not be passed on to third parties or duplicated.
4. The offer is made under the precondition that the media (water, air etc.) to be used when operating the systems to be supplied and installed are not aggressive.
5. We reserve the right to make technical alterations and partial deliveries.

#### III. Delivery and execution deadlines

1. A special written agreement shall be required to lay down delivery and execution deadlines.
2. Deadlines shall not begin before all commercial and technical prerequisites for executing the contract have finally been set. Deadlines shall furthermore not begin before we receive any authorisations or other documents to be obtained by the customer, nor before we receive any payment in advance agreed or the provision of an agreed letter of credit.
3. The execution deadline shall be deemed as having been met if the point of reception specified by the customer has been informed that the shipment is ready for dispatch.
4. If we are at default with the execution of performances our liability for any damage caused by default shall be limited to 5% of the net contract price.

#### IV. Prices

1. The prices stated in the order confirmation shall apply. These do not include any taxes, customs duties and charges incurred which always shall be borne by the customer unless otherwise agreed.
2. We shall always be appropriately remunerated for any extra performance which we carry out on the instructions of the customer or in its interest..
3. For services provided more than four months after the conclusion of the contract, we shall be entitled to invoice any appropriate surcharge for any increases in wages or material prices arising after the offer was submitted.
4. For assembly, repair and service work the following shall apply: We invoice travel costs, daily allowances and working hours including the common surcharges for overtime, night work, work on Sundays and holidays. Preparation, travelling and waiting time shall be invoiced as work time. If the agreed performance is delayed for reasons for which we are not responsible, the customer shall bear all costs for the waiting time and for any additional necessary travel. If a service package is offered, the prices shall only apply on condition that we are contracted with all the services and that we can provide our services (delivery, assembly and commissioning) without any interruption.

#### V. Payment

1. Invoices are due within 14 days of the invoice date without any discount unless otherwise agreed.
2. Any discounts agreed can only be deducted if all invoices belonging to a contract have been paid within the discount period.
3. The customer can only set off claims or assert a right of retention if said claims/rights are undisputed, have become res judicata or are approved by us.
4. If the customer does not pay as contractually agreed we shall be entitled to interest after due date and/or default interest to the amount of 8% above the basic interest rate of the ECB.
5. If the customer is at default in payment, all unsettled accounts receivable are immediately due for payment including those which are not yet due or have been deferred. We are not committed to provide any further performance before payment has been received in full. If the customer is at default in payment, we can assert the rights in accordance with article 323 and following of the German Civil Code regarding all contracts including those for which there is no delay in payment.
6. In the event of article 321 of the German Civil Code we are entitled to demand the immediate payment of services or products already rendered, or in the event of non-payment the return of the goods delivered, additionally for items still to be delivered and services still to be provided, payment in advance or the provision of collateral. The customer grants us right of removal.

#### VI. Passage of risk

1. Unless otherwise agreed our deliveries for sales contracts are executed ex works. Costs and risk of the transport as well as packaging costs shall be borne by the customer, whereby if there are no written instructions from the customer we shall determine the type of shipping and the shipping route to the best of our knowledge and without accepting any liability. The risk shall be transferred to the customer with the start of the loading work and at the latest with the transfer to the forwarding agent.
2. If the delivery of the products is delayed after our notification that the shipment is ready due to reasons for which we are not responsible, the goods shall be stored at the risk and cost of the customer.

#### VII. Duty to examine and to complain about defects

1. All details concerning the suitability, processing and use of our products, any technical advice and other details are made to the best of our knowledge; however this information does not release the customer from making its own inspections and examinations.
2. On receipt of the goods the customer shall examine them for faults without delay, if necessary by carrying out test runs. Any defects must be reported without delay.
3. We shall only be held liable for transport damages if we have expressly accepted the corresponding risk and are able to have recourse against the forwarding agent. In any case our liability assumes that the customer does everything required for recourse without delay and informs us accordingly.

#### VIII. Damages

1. Any damages shall be limited to the net sales price/net compensation for work. We shall not be liable for damages which have not resulted to the product delivered itself; in particular we shall not be held responsible for consequential damage, lost profit and other financial losses incurred by the customer unless these losses are covered by our liability insurance.
2. The customer's right to assert damages assumes that we have been granted a reasonable time for improvement with a threat of repudiation of the contract.

#### IX. Claims based on defects and liability

1. As regards liability for defects our terms for liability for defects for the Products division shall apply in the currently valid version.
2. We shall accept no liability for any free-of-charge sales support measures (technical advice, drawing up plans and drafts, calculating heat requirements etc).
3. Assignment of any claims under the agreement, in particular assignment of claims based on defects, shall only be possible with our consent.

#### X. Retention of ownership

1. We retain ownership to all products supplied until payment from the business relationship has been fully received. In the event of a breach in contract by the customer, in particular if the customer is at default in payment, we are entitled to take back the products supplied and dispose of them freely. The customer herewith grants us a removal right. Taking back the products shall not constitute rescission from the agreement.
2. If products delivered are permanently attached to or merged with another object, the customer shall already in advance transfer to us co-ownership to the new object if as a result co-ownership results.
3. The customer is entitled to dispose of the products supplied by us in the normal course of business. The customer shall assign to us as collateral of all our accounts receivable from the business relationship, the accounts receivable from its clients gained from the sale or installation of the products supplied. We herewith accept the assignment. We are entitled at all times to disclose the assignment. We are furthermore entitled to demand information from the customer concerning which accounts receivable from which clients are affected by the assignment.
4. The customer is committed to insure the products supplied against all standard risks. It shall herewith assign to us its corresponding claims in the event of damage. We herewith accept the assignment.
5. If the value of the collateral granted to us exceeds our total accounts receivable from the business relationship by more than 10%, we shall be willing to release or reassign on request of the customer. We shall decide freely which collateral shall be released.

#### XI. Place of jurisdiction, applicable law, partial ineffectiveness, written form

1. The place of jurisdiction is Hamburg.
2. German law shall apply; however our terms for liability for defects for the Products division shall take precedence; the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
3. Any ineffectiveness of individual provisions shall not affect the effectiveness of the remaining provisions. What the parties would have agreed had they known the provision was ineffective shall apply.
4. Any amendments to the agreement must be made in writing; this shall also apply to the elimination of this written form provision.