



General Terms and Conditions

International Sales and Delivery Conditions

1. General

These General Terms and Conditions/International Sales and Delivery Conditions ("GTC") shall be binding if declared applicable in any contract or in any offer or acceptance of Zehnder Climate Ceiling Solutions GmbH, Lahr or its subsidiary/ies acting as seller (hereinafter "Seller"). If the deliveries are made in performance of a distribution agreement between you as buyer (hereinafter "Buyer") and Seller, these GTC apply to every order made under such contract. Any conditions stipulated by Buyer which are in contradiction to the conditions set out herein shall only be valid if expressly accepted by Seller in writing.

2. Orders

Unless otherwise specified by Seller, every offer shall be subject to the validity period stated in the offer and every purchase order shall be subject to individual and explicit acceptance by Seller before any obligation of Seller is created.

3. Delivery

a) The delivery of goods shall be made "FCA Lahr" Seller's manufacturing plant (FCA - INCOTERMS 2020) unless otherwise stated on the order confirmation. Any duties, charges, taxes, etc. imposed in connection with the import or export of the goods shall be borne by Buyer.

b) In case delivery is made by postal service, special delivery or express service, Buyer has to carry additional expenses over and above normal "FCA Lahr" delivery or as agreed upon. Such delivery of the goods shall be at Buyer's risk.

4. Packaging

Unless otherwise agreed upon, the packaging of goods will be charged to Buyer separately and may not be returned to Seller. Merchandise return containers and pallets have to be emptied and returned immediately. Expenses hereby incurred are to be carried by Buyer.

5. Delivery Dates

a) Delivery dates are approximate dates if not expressly agreed otherwise between Seller and Buyer in the offer or order confirmation.

b) Delay in approximate delivery shall not entitle Buyer to any claims against Seller and/or to cancel any purchase order.

c) In the event that the delivery date is delayed due to the delayed approval of the Seller's drawings by Buyer, the scheduled delivery date shall be extended by the duration of the delayed approval.

6. Prices/Long-Term Orders

a) Seller is entitled to demand payment in advance in its offer.

b) Unless other credit terms have been agreed between the parties or the Seller did demand advance payment according to clause 6. a) above, goods must be paid for at the time when invoiced by Seller.

c) If any payment is overdue, Buyer shall pay interest on arrears in the amount of 9 percentage points above the respective base interest rate published by the Deutsche Bundesbank (German Central Bank).

d) If the specified quantities of goods ordered by Buyer are not called off for delivery or accepted within the agreed timeframe, Seller may demand reasonable storage costs. Alternatively, Seller is entitled to withdraw from the purchase order or contract and Buyer is prohibited from claiming any damages.

e) If goods are not paid within the agreed timeframe, Seller has the option to demand from Buyer a guarantee for the full purchase price in exchange for delivery of the remaining goods.

f) At any time before delivery Seller may adjust the price to reflect any material increase in its costs of supplying the goods (such materiality to be determined in Seller's sole discretion). The revised price shall be binding on Buyer and deemed accepted unless Buyer objects in writing within eight (8) days upon notice from Seller.

7. Right to Withdraw

a) In case of Buyer's insolvency Seller may withdraw from the purchase order or contract.

b) In case of Buyer's default on payment of the purchase price or Buyer's default on payment of an earlier purchase, Seller shall be entitled to withhold its performance until the payment of the outstan-

ding purchase price is guaranteed and to charge interest in accordance with clause 6. b). If such a guarantee cannot be established by Buyer within a reasonable period of time, Seller is entitled to withdraw from the purchase order or contract.

c) In the event that the financial circumstances of Buyer deteriorate significantly, compared to its financial circumstances when ordering or entering into the respective contract, Seller is entitled to withdraw from the purchase order or contract.

8. Warranty

a) The warranty period shall be sixty (60) months from date of delivery to Buyer.

b) Excluded from the warranty period as stipulated in clause 8. a) are hoses, connectors and other accessories. The warranty period for these parts is twenty-four (24) months.

c) Excluded from the warranty is normal wear and tear, damage resulting from the use of improper operating or substituted materials, poor maintenance or construction work, unsuitable construction ground and chemical, electrochemical, electrical or other influences.

d) Buyer must inspect the goods immediately upon receipt. Obvious defects must be notified in writing within eight (8) days after receipt, non-obvious defects within the same period upon their discovery within the warranty period stipulated in clause 8. a). Otherwise, the goods purchased are deemed to have been accepted and any warranty claims against Seller are excluded.

e) Provided the goods are proven defective and Buyer has notified the defects as set out in clause 8. c), Seller may, at his own discretion, repair or replace them.

f) Costs of shipment to and from Seller's plant, if necessary, will be split in half.

g) Warranty claims are conditioned upon Buyer's prior performance of all and any of its own obligations.

h) Any other warranty claims against defects in the goods are expressly excluded.

9. Retention of Title

a) Seller shall retain ownership of the goods supplied until full payment has been received.

b) Buyer shall be entitled to resell the retained property. In the event that Buyer resells the retained property, Buyer hereby assigns to Seller

the purchase price claim in the amount of the invoice value of the retained goods. Seller hereby already accepts this assignment.

c) Any processing or transformation of the goods which are subject to retention of title shall be carried out for Seller as manufacturer. If the retained goods are combined with Buyer's or third-parties' property, Buyer shall grant Seller co-ownership to the amount of the value of the retained goods.

d) Buyer shall take all necessary measures for the protection of the proprietary rights of Seller and shall observe the legal requirements applicable at its place of business and agrees to carry out any necessary measures regarding the retention of title in accordance with the applicable national law. If the retention of title is invalid under the local law of the place where the goods are situated, Seller and Buyer shall agree on an equivalent and valid provisions which come as close as possible to the retention of title.

10. Export Restriction and Compliance with Laws

a) Seller's goods (i) are protected by patents, designs and trademarks in several foreign jurisdictions, (ii) are subject to different safety requirements depending on the respective jurisdiction and (iii) may be subject to sanctions for specific countries or subject to other export restrictions.

b) Buyer has, therefore, to seek advice from Seller before Buyer exports the goods to a jurisdiction other than the place of delivery agreed on between Buyer and Seller. In any case, Buyer shall comply with all applicable laws, regulations and ordinances.

c) Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these GTC.

d) Buyer shall comply with all export and import laws of all countries involved in the sale of the goods under these GTC or any resale of the goods by Buyer. Buyer assumes all responsibility for shipments of the goods requiring any government import clearance.

e) Buyer shall indemnify Seller against any third-party claims asserted against Seller due to a culpable breach of the obligations contained in this clause 10.

f) In case the delivery of the Seller's goods is or becomes inadmissible due to regulatory provisions (e.g. sanctions or embargoes), Seller may withdraw from the purchase order or contract.

g) If the delivery is delayed due to Force Majeure or any other interruption of business for which Seller is not responsible, the delivery period shall be extended accordingly by a reasonable additional delivery period. In particular, Seller is not responsible for the following disruptions ("Force Majeure"): war, terrorist attacks, riots, epidemics, pandemics (in particular the still ongoing Covid19 pandemic and its mutations), natural disasters and other extreme natural events, import and export restrictions, deteriorations in energy availability, government measures or official orders prohibiting the purchase, manufacture or export of goods, industrial action, raw material procurement difficulties (in each case also if they affect Seller's supplier). Furthermore, Seller is also not responsible for a delayed delivery from its sub-suppliers due to Force Majeure. If the event of Force Majeure lasts longer than three (3) months, Seller may withdraw from the contract. Any claims for damages of Buyer against the Seller due to Force Majeure are excluded.

11. Specifications and System Design

a) If Seller prepares the goods in accordance with Buyer's specifications or instructions Buyer must ensure that:

(i) the specifications or instructions are accurate;
(ii) the goods prepared in accordance with those specifications or instructions will be fit for the purpose for which Buyer (or its end customer) intends to use them; and

(iii) Buyer's specifications or instructions will not result in the infringement by Seller and / or its affiliates of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.

b) Neither Seller nor any member of its group shall be liable and / or responsible for the performance or suitability of goods manufactured in accordance with Buyer's specifications and / or instructions.

c) If Seller gives advice or other assistance regarding the goods, regardless whether it is in relation to Buyer's specifications, such advice and assistance shall be for general guidance only and shall not be deemed to be binding for Seller. Seller shall not be responsible or liable for any such

advice or assistance. It is solely within Buyer's responsibility and decision to purchase the goods.

d) Seller reserves the right;

(i) to make any changes in the specifications of its products that are necessary to ensure they conform to any applicable safety or statutory requirements;

(ii) to make without notice any modifications in its specifications Seller thinks necessary or desirable; and

(iii) to discontinue any of its products without prior notice.

e) All samples supplied are for illustrative purposes only (unless agreed otherwise in writing) and remain Seller's property. All samples are to be returned to Seller's office, delivery paid by Buyer within one month of receipt unless Seller agrees otherwise in writing.

f) Seller will make available on request information regarding the design, construction and proper installation of the goods to ensure that, as far as is reasonably practicable, they are safe and without risk when properly used and installed. It is Buyer's responsibility to take such steps as are necessary to ensure that the appropriate information is made available to any person to whom Buyer supplies the goods or to whom Buyer reasonably considers would require such information (including but not limited to passing on the relevant product manuals and safety instructions).

g) Buyer hereby warrants to Seller and each member of its group that Buyer shall incorporate into any agreement or arrangement under which the goods are resold or provided to a third-party provisions equivalent to and no less protective of Seller and its group as those contained in this clause 11.

h) System Design: Buyer is responsible for ensuring the suitability, conformity and interoperability of (a) the goods and (b) any indicative system design suggestions and system layout drawings created and / or provided by Seller or on Seller's behalf with (i) Buyer's (or its end customer's) heating / cooling / ventilation system (as appropriate) and (ii) Buyer's (or its end customer's) design and specification requirements. It is important that Buyer undertakes such verification with an appropriately qualified expert third party appointed by Buyer who holds appropriate professional qualifications and



appropriate levels of professional indemnity and public liability insurance.

i) Unless expressly agreed otherwise, solely Buyer shall be responsible for the installation and for obtaining the relevant information for this purpose. Mandatory statutory obligations to provide information remain unaffected by this.

12. Final provisions

a) The invalidity of any provision of these GTC shall not affect the validity of any other provision. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the invalid provision to the greatest extent possible.

b) These GTC and any purchase order or contract concluded hereunder shall be governed by and construed in accordance with the laws of Germany,

excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and further excluding its conflicts of law provisions.

c) For all legal disputes arising from or in connection with these GTC and any purchase order or contract concluded hereunder, Lahr, Germany shall be the exclusive place of jurisdiction. The Seller shall also have the right to sue the Buyer before any other competent court. Notwithstanding the foregoing, the management of the parties shall at all times endeavor to settle the dispute amicably.

d) Any translations of this contract are for information purposes only. In case of discrepancies, this English version shall always prevail.

Effective 01.07.2023