

General Terms and Conditions

Section 1. Validity of the Terms and Conditions

- (1) The Terms and Conditions below apply to all supply agreements.
- (2) Divergent Terms and Conditions from the Contracting Party shall only apply if we have expressly confirmed them in writing. Divergent Terms and Conditions from the Contracting Party are hereby rejected.
- (3) Our written order confirmation shall govern deliveries.

Section 2. Proposals and contract conclusion

- (1) Our proposals are non-binding. Declarations of acceptance, orders, assurances and all other arrangements must be confirmed by us in writing or electronic format in order to be legally valid.
- (2) Public statements, drawings, illustrations, dimensions, weights, descriptions and other technical data are approximations. They are only binding if they have been expressly confirmed by us in writing. Technical modifications are also reserved during the delivery period.
- (3) Verbal agreements are only valid if they have been confirmed in writing. This also applies to the above provision on written form.
- (4) We are entitled to assign claims arising from our business relations.

Section 3. Drawings and documents

We shall retain ownership of all drawings, technical descriptions and other documents. These may only be disclosed to third parties in connection with our entire product range. We furthermore reserve all property rights and copyrights to all drawings and corporate documents without limitation.

Section 4. Design modifications

We furthermore retain the right to make technical enhancements and design modifications required as a result of development activities. We are not obliged to make design modifications and technical enhancements to products that have already been supplied.

Section 5. Prices and place of performance

Our prices are quoted in euros for unpackaged goods, for collection from our factory in Hof and without installation. They are all subject to VAT at the rate applicable on the date of delivery. The place of performance is Hof. There is no liability to send the delivery items to anywhere other than the place of performance.

Section 6. Delivery, delivery periods and deadlines

- (1) Delivery periods are always approximate and non-binding. Expressly agreed delivery periods start on the date of our written order confirmation. They are extended by any period by which the Contracting Party delays the fulfilment of its obligations to us.
- (2) In cases of force majeure, the delivery periods/deadlines shall be appropriately extended or postponed. The same shall apply in the event of industrial disputes, transport delays, machine downtime, official measures and other circumstances which are out of our control. The Contracting Party shall be entitled to withdraw from the agreement no sooner than six months after receiving our notification.
- (3) We are entitled to make partial deliveries providing these are acceptable to the Contracting Party.
- (4) Should we default on delivery periods and deadlines, the Contracting Party shall be entitled to default compensation. This shall amount to no more than five percent of the invoice value of the deliveries affected by the delay. The Contracting Party must provide evidence of the damages caused by the delay. Any additional claims are excluded unless our delay is a result of gross negligence or wilful intent.
- (5) The Contracting Party is entitled to withdraw from the agreement or receive a reduction in price after the provision and expiry of a grace period of at least four weeks.

Section 7. Goods returns

Goods returns must be agreed by us and can only be accepted where required by law following a prior agreement.

We are under no obligation to accept goods returned without our expressed consent and may store these in the warehouse at the Contracting Party's cost.

Section 8. Payment, sureties and invoicing

- (1) Our deliveries are payable in full immediately after the invoice date. Payment must occur in such a manner that we can access the amount on the due date. Even in the case of divergent stipulations by the Contracting Party, we are entitled to use payments to settle older accounts receivables first; if costs and interest have already been incurred, we are entitled to use the payments to cover the costs first, followed by the interest and finally the delivery itself.
- (2) The Contracting Party may only use uncontested or legally confirmed receivables for settlement purposes and assert rights of retention on the basis of these.
- (3) We are entitled to securities of the usual type and scope for our accounts receivables, even if these are conditional or limited.

Section 9. Bills of exchange and default by the Contracting Party

- (1) Should bills of exchange be accepted, the Contracting Party shall be liable for any discount charges and all fees. We are not obliged to accept bills of exchange.
- (2) Should the Contracting Party default on payment, we shall be entitled to impose interest at a rate of nine (9) percentage points above the relevant base rate in accordance with Section 288 (2) of the German Civil Code (BGB), unless we have evidence of a higher interest rate being payable. In the latter case, we shall be entitled to claim for the interest payable by ourselves as default damages.
- (3) Should the purchaser default on its payment obligations to us, all related accounts receivables with our company shall become instantly due for payment.

Section 10. Warranty and claims for defects

- (1) We provide the customer with a five-year warranty on Tecto Standard Plus 80, 100, 120 and 150 (excluding electrical parts) cold rooms, a two-year warranty on Tecto Compact 80 and 100 (excluding electrical parts) and refrigeration units (only if evidence of servicing has been provided, otherwise one year) and a one-year warranty on refrigerated display units and other supply parts (including electrical parts for cold rooms). These warranties guarantee that, at the time at which the risk transfers to the customer, our products are not subject to any defects which could nullify or reduce their value or suitability for the customary or contractually agreed intended use. A negligible reduction in value or suitability shall not be taken into consideration. In the case of refrigerated display units, glass breakage shall not be covered by the warranty irrespective of its cause.
- (2) Products with a design that differs from that used for our standard products at the customer's request are excluded from the five-year warranty.
- (3) The five-year warranty shall only be valid if the product in question has been installed by ourselves or a company that we have commissioned.
- (4) Our liability is limited to the repair or replacement of the product at our discretion. Should attempts at repair or replacement fail three times, the customer may, at its own discretion, rescind from the agreement or demand a reduction in the remuneration. Subject to the provisions of point (5), we shall assume liability for a period of six (6) months for spare parts and the proper performance of repair work. However, this period shall be restricted to the end of the warranty period for the original delivery item.
- (5) We are freed from any liability for damages caused by the customer not providing us with the necessary time or opportunity to conduct the improvements or provide the replacements that we deem necessary. The customer shall only be entitled to rectify defects itself or to have these rectified by a third party and demand repayment of the relevant costs from us in urgent cases where the operational safety is at risk and disproportionately high damages need to be avoided or if we have defaulted on the time limits for the elimination of the defect. However, this is also subject to the prerequisite that we must be immediately notified.
- (6) We shall not assume any liability for damages caused by the customer as a result of unsuitable or improper use, incorrect installation or commissioning by the customer or a third party, misuse or negligent handling, damage to the painted surface and resultant corrosion, unsuitable equipment, chemical, electro-chemical or electrical influences, non-observation of the installation, operating and maintenance instructions, improper modifications or repair work by the customer or a third party, the effect of third-party parts or natural wear and tear. We expressly note that warranty claims cannot be lodged in relation to the natural wear and tear of wear parts such as seals, door locks and hinges. Furthermore, our warranty obligations do not extend to damage caused by further use despite the existence of a defect.
- (7) Reports of obvious defects in relation to delivery items are only valid if the defects are noted on the bill of lading; the same applies to transport damage. Pursuant to Section 377 of the German Commercial Code (HGB), notice of any defects must be immediately provided in writing. Pursuant to Section 377 HGB, notice of hidden defects must be provided as soon as these are discovered.
- (8) Defects in relation to part of a delivery do not provide grounds for complaint about the entire delivery.
- (9) The Contracting Party entitles us to inspect the damage reported prior to the commencement of remedial work, or to have such an inspection carried out by a neutral, certified expert. The costs of the expert shall be borne by the party who the expert decides is at fault.
- (10) Irrespective of the legal grounds (in particular as a result of a breach of contract or tort), we shall only be liable for damages or the reimbursement of expenses (hereinafter: liability for damages), if we, our legal representatives or our vicarious agents have acted with intent or gross negligence. In this case, as well as in the event of death, physical injury and/or damage to health, fraudulent misrepresentation and product liability claims, our liability is unlimited.
- (11) In the event of grossly negligent breaches of obligations, our liability for damages is limited to the foreseeable damages typical for this type of contract. These are restricted to twice the invoice value of the goods in question.
- (12) Further claims by the Contracting Party are excluded, in particular those for compensation for damage which did not occur to the delivered items themselves.

Section 11. Retention of title

- (1) We reserve ownership of all delivery items (reserved goods). We shall retain ownership of all delivery items until the full purchase price plus any ancillary costs have been paid. This shall furthermore apply to any accounts receivables that arise in future, including from agreements entered into at the same or a later time until these

have been settled, even if some or all of our accounts receivables have been included in a collective invoice with the balance drawn and acknowledged.

(2) The Contracting Party is entitled to resell the reserved goods in the course of normal business; it hereby assigns all accounts receivables from the resale to us in full. Should the reserved goods be sold on after being processed or combined with items which are the exclusive property of the Contracting Party, the Contracting Party hereby assigns all accounts receivables from the resale to us in full. Should the reserved goods be sold on without being processed or after being processed or combined with goods that are not owned by the Contracting Party, the Contracting Party hereby assigns all accounts receivables from the resale to us in the value of the reserved goods with all ancillary rights and with priority given to our claims. We accept the assignments. The Contracting Party shall still be entitled to collect the accounts receivables even after this assignment. This does not affect our authorisation to collect the accounts receivables ourselves; however, we undertake not to do this providing the Contracting Party duly adheres to its payment obligations and any other obligations to us. We are entitled to instruct the Contracting Party to inform us of the assigned accounts receivables and the debtors, to provide us with all the information required to collect the accounts receivables plus any associated documents and to inform the debtors of the assignment.

(3) The Contracting Party shall conduct any work to or processing of the reserved goods on our behalf without this resulting in any obligations for us. Should the reserved goods be processed, joined, mixed or combined with other items that do not belong to us, we shall be entitled to co-ownership of the new object in a proportion dictated by the value of the reserved goods compared to that of the other worked or processed goods at the time of processing, joining, mixture or combination. Should the Contracting Party acquire sole ownership of the new object, it hereby assigns us co-ownership of the new object in a proportion dictated by the value of the worked or processed, joined, mixed or combined reserved goods; it shall hold the new object for us free of charge.

(4) Should the Contracting Party default on its payments, it shall no longer be entitled to collect transferred accounts receivables. Should our accounts receivables be due, the Contracting Part must immediately remit any collected amounts to us. If this does not occur, the collected amounts shall be owned by us and must be separately stored. In the case of the Contracting Party's insolvency, we shall be entitled to claim for substitutional segregation.

(5) We undertake to release the securities to which we are entitled at the request of the Contracting Party if the realisable value of the securities exceeds the accounts receivables to be secured by more than ten percent; which securities we release shall be at our discretion.

(6) Should the Contracting Party resell the reserved goods under retention of title, we shall retain ownership of the reserved goods until all accounts receivables from the business relations have been paid in full. The Contracting Party hereby assigns to us any claims against its purchaser to surrender the reserved goods and all other rights asserted against its purchaser. We accept the assignments. We can insist upon the handing over of the agreements entered into with third parties.

(7) Should the reserved goods be seized by a third party, the Contracting Party must inform the enforcement officers of our ownership and notify us of the situation within no more than three days of the seizure by presenting us with the seizure report. The Contracting Party shall be liable for any costs arising from our intervention in line with legal provisions. We are under no obligation to intervene.

(8) If, in connection with the payment of the purchase price by the Contracting Party, we give rise to a liability relating to a bill of exchange, the retention of title and accounts receivable from the goods delivery based on the retention of title shall not be rescinded until the bill of exchange has been honoured by the Contracting Party as the drawee.

(9) We are entitled to assert our rights arising from the retention of title in line with Section 449 (2) BGB without previously rescinding from the purchase agreement. Following the assertion of the retention of title, the purchaser shall no longer be entitled to derive any right of ownership from the agreement entered into.

Section 12. Data protection

The data pertaining to our Contracting Party is electronically processed within the scope of the business relations. When using the personal data, we shall comply with the provisions of the Federal Data Protection Act of Germany. The Contracting Party agrees that, if necessary for the business relations, the personal data may also be passed to a company in the VISSMANN company group.

Section 13. Severability

Should individual provisions of the respective agreement or these Terms and Conditions be or become void or ineffective, this shall not affect the validity of the remaining provisions. In order to close the loopholes that have arisen, both Contracting Parties undertake to behave in a manner that reflects the nature and purpose of the agreement and as necessary to restore the balance between performance and consideration.

Section 14. Applicable law, place of jurisdiction and place of performance

(1) All of our business relations are governed by German substantive law. The United National Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(2) Only sales law shall apply.

(3) If the Contracting Party is a business person, the place of jurisdiction shall be Hof; in this case, the place of performance shall also be Hof. We are furthermore always entitled to bring legal action against the Contracting Party in its general place of jurisdiction.

Hof, 31.03.2016