

GENERAL TERMS AND CONDITIONS OF BUSINESS

1) GENERAL

1.1 These "General terms and conditions" of business, represent the basis for any cooperation with the companies Euroclima AG and Euroclima GmbH and its subsidiaries (hereafter called Euroclima). Changed conditions will only be accepted insofar the changes are linked to the Euroclima Terms and conditions of Business and if they are set down in writing. These general terms and conditions of business should be signed by the customer or are considered automatically accepted if the customer does not object to them in writing within 5 (five) days of receipt. The terms and conditions of the other parties must be accepted and confirmed in writing by Euroclima. Otherwise, these general terms and conditions of Euroclima will apply in any case, even if the general terms and conditions of the other party were subsequently sent to Euroclima.

2) OFFER

2.1 The offered prices are always non-binding, unless otherwise agreed in writing. The prices at Euroclima are in Euros, excluding VAT.

2.2 The right to make structural changes and deviations from the brochure or catalogue information remains reserved, even after the order confirmation is sent, as long as this does not change the price and/or the substantive functional data.

2.3 Euroclima reserves ownership rights and copyrights of any cost proposals, drawings and other documents; they may neither be copied nor made accessible to third parties without our consent.

2.4 The offers of Euroclima are always FCA (Incoterms 2020).

2.5 Offers from Euroclima have a validity of maximum 1 month. After this period of 1-month Euroclima is entitled to adjust the offer or the customer has to request an updated offer.

2.6 For orders, for which the delivery period exceeds 3 months after receipt of the order, Euroclima must be informed about this long delivery period and before the order is received. Only if this long delivery cycle is known to Euroclima and if prices are fixed in writing based on this knowledge, then prices will remain valid beyond this period. Otherwise Euroclima is allowed to adjust the prices - even without a commitment of the client - after the period of 3 months from order entry in a reasonable amount.

3) ORDER

3.1 Euroclima's written order confirmation is decisive in relation to the scope of the order. Objections must be received in writing by Euroclima within 3 days of the order date or they shall no longer be accepted by Euroclima. In any case, the customer must bear any costs that have arisen such as those for data-processing, already ordered components, delivery costs, etc. If technical objections cannot be made, the customer has no right to withdraw from the contract; if the customer withdraws nonetheless, the costs of the order shall be invoiced in full.

3.2 Euroclima is free to choose whether to accept orders from the sales network. Statements about delivery conditions, technical data etc. made by the sales partner only become effective when written confirmation from Euroclima is received.

3.3 Upon withdrawal from the contract by the Buyer, Euroclima is entitled to claim the damages actually incurred, or to demand 100% of the agreed purchase price in damages without proof.

3.4 Call-off orders are to be called by the customer within 3 months at the latest - starting from the date of order confirmation by Euroclima. If the call is not made within a grace period of 30 days, Euroclima is entitled to deliver at the price valid on the day of delivery. For every additional month that the goods in which the goods are not called even after 3 months, Euroclima can invoice for a monthly fixed amount, equal to 5% of the net order value.

3.5 With the written order, the customer declares that it wishes to acquire the corresponding goods from Euroclima. Euroclima is then free to accept or reject orders. This also applies when the corresponding orders were issued by Euroclima directly or one of our sales partners. An order is only considered accepted when the corresponding order confirmation was issued by Euroclima.

3.6 If the order is to be created on the basis of drawings, specifications, templates or the like not drawn up or accepted in writing by Euroclima, Euroclima assumes no functional liability.

3.7 On the basis of the Italian *codice civile* for deliveries from Italy or *AGBG* for deliveries from Austrian, Euroclima can withdraw from the contract; in this case, no claims for damages may be made against Euroclima.

3.8 Euroclima may freely choose to supply the ordered goods from its factory in Italy or Austria. Euroclima confirms that this shall have no effect on the quality of the product.

3.9 If the installation, commissioning or cabling on site is carried out by Euroclima, this is part of the purchase contract of the corresponding product.

3.10 In the event of changes on the devices after customer approval, Euroclima will in any case pass the incurred costs (e.g. for purchased parts) to the customer. Administrative expenses will be charged as follows: - if a change is made within 2 working days after customer approval, Euroclima will not charge any administrative expenses. For changes between the 2nd and the 7th working day after approval, a lump sum of € 250 will be charged. For changes after the 7th working day after approval, a lump sum of € 350 will be charged. If there are changes to the devices within 3 weeks before the agreed delivery date, Euroclima reserves the right to charge a reimbursement for any production failure. In any case, Euroclima reserves the right to vary the agreed delivery date in the event of changes after approval.

4) PRICE

4.1 Unless otherwise agreed the prices are FCA (Incoterms 2020). The prices offered do not include the particular legally applicable VAT.

4.2 The agreed price is based on material costs and wages at the time the contract is made. If subsequent to the formation of the contract, these costs increase prior to delivery by at least 2 %, Euroclima can increase the agreed sale price by the corresponding percentage rate up to a maximum of 5 %. In this, the particular state of manufacture at the time material or wage costs occur shall be taken into account.

5) PAYMENT CONDITIONS

5.1 Unless otherwise agreed in writing, payment is to be made via Bank transfer prior to the start of delivery of the goods and without any deductions to Euroclima's designated account. There are no grounds, even in the case of complaints, on which the customer has the right to delay or block payments.

5.2 The Buyer is not entitled to reduce the purchase price because of any possible claims. A right of offset only exists when a claim has been legally established or is jeopardised by an insolvency procedure.

5.3 If payment deadlines are exceeded by the customer, Euroclima may charge interest at the standard bank credit rate, at least 8 % however (according to Decree no. 231 dated 09/10/2002 and Directive 2000/35/EC) according to the respectively valid Euribor. Euroclima reserves the right to demonstrate and claim higher interest damages.

5.4 If, after the contract is formed, circumstances become known that could lead to fears that delays in payment could occur, Euroclima shall be entitled to claim immediate payment of the entire invoice amount without regard to the agreed settlement dates. In addition, Euroclima has the right to immediately stop work on the delivery object - or to terminate current contracts - in case of reasonable suspicion of payment difficulties of the customer - without compensation or without being responsible for the delivery delay this causes.

5.5 The goods remain the property of Euroclima until full payment of the appropriate invoices for goods and services.

6) DELIVERY PERIOD

6.1 Delivery dates only become binding with written confirmation from Euroclima. Euroclima cannot be made liable for damages arising to the customer through delivery delays.

6.2 Delivery periods begin after full clarification of all details of the order and the supply of all documents, permits and approvals to be supplied by the customer as well as after the arrival of the agreed deposit or the opening of a line of credit. Delivery periods begin with order confirmation at the earliest. Delivery dates promised by Euroclima via the order confirmation are considered cancelled as soon as subsequent technical uncertainties or changes arise. The delivery period will be extended appropriately in the event of unforeseen obstacles and operational disruptions which are out of the control and responsibility of Euroclima.

6.3 Delivery periods relate to the time of dispatch from the factory or warehouse. They are considered to have been complied with when the notification that the goods are ready to be dispatched arrives within the agreed period.

6.4 Euroclima explicitly does not accept any obligations to pay penalties for late delivery. But in cases in which Euroclima, contrary to this condition and exceptionally and project-specifically, does accept penalties, then Euroclima will only be liable for default in any case if a written reminder is sent by the buyer after the due date for delivery and if Euroclima is unable to provide reasonable grounds for the delay. Reasons are deemed to be reasonable if they cannot be influenced by Euroclima (because caused by suppliers, customers, authorities, force majeure... etc.). In such cases compensation for delay can be claimed from Euroclima at a maximum rate of 0.25 % per week, and in total not more than 5 % of the value which has been effectively delayed.

6.5 Force majeure events, including those arising from suppliers, customers, authorities, etc., entitle Euroclima to postpone the delivery by the duration of the hindrance and a reasonable run-up time, or to withdraw wholly or partially because of the still unfulfilled part of the delivery.

6.6 For organisational or business reasons, Euroclima is free - even without the consent of the customer - to block the delivery for an indefinite time. Euroclima cannot be made liable for the damages or penalty payments arising from this.

6.7 For organisational or business reasons, Euroclima is free to make - even without the consent of the customer - partial deliveries. Every partial delivery is considered an independent transaction.

7) DISPATCH

7.1 Absent a special agreement, the dispatch route and means of transport are left to the free discretion of Euroclima.

7.2 Material that is notified as ready for dispatch must be collected immediately, but within 5 calendar days at the latest. Otherwise, Euroclima is entitled, to supply the material at the customer's expense or to demand storage costs as described in the Order confirmation.

7.3 Responsibility for the goods passes to the customer when the goods are dispatched at the latest. This also applied when partial deliveries take place or when services such as transportation and fitting are undertaken by Euroclima.

7.4 The ordered goods shall not be automatically insured against transport or other damage by Euroclima and Euroclima abstains from any liability in that respect. Transport insurance will only be taken out at the written request of the Buyer. The costs for this must be borne by the Buyer.

7.5 Euroclima products are generally wrapped in nylon to protect the devices from moisture during loading and unloading - it is the responsibility of the customer to protect the goods appropriately during storage on site. Euroclima assumes no responsibility if the goods are damaged due to unsuitable packaging, if the goods cannot be picked up or delivered as agreed.

7.6 Goods that have to be stored by Euroclima for any reason are in an open outdoor area without any special actions/measurements being taken on the packaging. Euroclima hereby also explicitly points out that the packaging of the goods it's only a protection for the transport but it's not made for storing the goods outside. Therefore, it is hereby clearly pointed out that the customer bears the full responsibility and costs of any damage to the goods caused by such outdoor storage. Note: Euroclima will not carry out any kind of maintenance on the goods during storage and any consequences out of this are on the responsibility of the client.

7.7 In the event that unforeseen logistics surcharges are incurred due to crises or disruptions, Euroclima is allowed to pass these on to the customer - this applies regardless of the agreed Incoterm and delivery status.

7.8 Upon delivery of the goods, the customer shall be responsible for the proper collection, sorting and recovery/recycling of any transport packaging generated, in accordance with the applicable national legal requirements. Any statutory obligations of the manufacturer, distributor or placing-on-the-market entity under the applicable packaging legislation shall remain unaffected.

8) FITTING

8.1 Unless otherwise additionally agreed in writing fitting, commissioning, testing, documentation (other than operating manuals) do not form part of the scope of supply and are not part of the offer.

8.2 If the installation or tests are performed by Euroclima, however, Euroclima assumes no liability if the devices, on account of the previously mentioned circumstances, cannot be fitted or tested. Euroclima will then invoice the customer for all costs that have arisen including the appropriate profit margin. The purchaser is responsible to obtaining the necessary approvals and tests for on site installations and tests.

9) FAULT AND GUARANTEE

9.1 The moment when the goods are ready for collection is decisive for the contractual status of the goods. Immediately after receipt, the delivered goods needs to be inspected and transport damage or missing parts must be noted on all the transporter's delivery documents. Transport damages or missing parts must be communicated to Euroclima in writing within 48 hours of receipt.

9.2 The warranty or guarantee period begins with the written confirmation from Euroclima that the goods are ready for collection. The expiry of the guarantee and statutory limitation period is not reset by repair work or the delivery of spare parts. Euroclima offers a warranty period of 12 months for its Units from the moment of start-up or 18 months after confirmation that the goods are ready for pick up.

9.3 For purchased parts the liability of Euroclima is limited to the assignment of the liability claims to which we are entitled against the supplier of the third-party articles.

9.4 The warranty obligation expires if the fault that occurred derives from an improper installation, alteration, processing, or other treatment of the device that was not expressly confirmed in writing by Euroclima. Euroclima assumes no liability for wear caused by use, parts that are subject to natural wear-and-tear, excessive load, improper maintenance, damage caused by force, disregard of our operational and maintenance instructions or improper operation. Liability for fault also expires when interventions on or alterations to the delivery object have been made by anyone other than representatives of Euroclima.

9.5 Euroclima must have the opportunity to do an on-site inspection of the fault that has been complained about. Then Euroclima must have the opportunity - into a reasonable time - to rectify the fault itself. Euroclima can decide without any agreement of the customer to repair the fault or to substitute the part. In case of damaged components, the warranty includes the substitution of the damaged parts only - all costs for the transport, custom, the change of the components ect... are not responsibility of Euroclima. The Euroclima guarantee is valid for the replacement of the damaged component only - all costs (such as assembly, transport, customs clearance, etc.) that arise for the replacement of defective components (even if they are covered by the guarantee) will not be responsibility and covered by Euroclima.

9.6 Liability for damage that has not arisen on the delivery object itself is excluded. This also applies for consequential damage of any type, unless due to our intent or gross negligence.

9.7 Unless otherwise agreed, no liability for material quality or corrosion damage shall be assumed.

9.8 Insofar as it is not demonstrated that Euroclima acted with intent or gross negligence, no right of recourse may be applied. This also applies for damage to the product, damage that has arisen through the product, as well as for undertakings that were given in Euroclima's name.

9.9 The CE conformity refers to the components which has been purchased or made by Euroclima. From customer supplied components which have been only installed by Euroclima are in the property of the customer and therefore excluded from the CE conformity and all faults and guarantee requests.

9.10 The warranty obligation from Euroclima expires if the fault that occurs is due to unsuitable or improper use, faulty installation and/or commissioning by the Purchaser or third parties, faulty or negligent handling, inadequate or lack of maintenance, unsuitable equipment, defective construction work, unsuitable subsoil, chemical, electrochemical, mechanical or electrical influences.

9.11 The place of warranty or guarantee for supplementary performance is the original place of delivery of the equipment from Euroclima. Replaced parts automatically become the property of Euroclima.

10) LIABILITY

10.1 Euroclima may only be sued for liability for damages when Euroclima's liability obligation has been legally adjudicated beyond doubt. Insofar as our liability is excluded, this also applies to our fulfilment or execution assistants. Should Euroclima be held liable in court, it should be held liable for a maximum of 50 % of the value of the relevant Unit/good.

10.2 In the event of liability claims, Euroclima will accept at most those claims for which Euroclima is covered by insurance.

10.3 The purchaser must not modify the products. In particular, he must not modify or remove existing warnings about dangers. In the event of a breach of this obligation, the purchaser will indemnify Euroclima against product liability claims.

10.4 In the case of unforeseen events, which significantly change the original economic circumstances of a delivery contract, as well as in the event of subsequent impossibility in whole or in essential parts on the part of Euroclima, the contract will be adjusted appropriately.

11) RETURN

11.1 Goods that were properly delivered will, in general, not be taken back. In exceptional cases, and only based on separate written agreements, a return may take place. Only unused material in a perfect condition will be taken back, with a deduction of costs that arise for shipping, packaging, storage, any possible transport damage, etc. The costs and risk of the return transport shall not be assumed by Euroclima. Only after receipt of the goods shall Euroclima decide whether to accept them or not.

12) BINDING NATURE OF THE CONTRACT

12.1 Partial invalidity does not result in the invalidity of the entire contract.

13) OWNERSHIP RIGHT

13.1 Until the full payment of all open balances of the customer, the goods remain the property of Euroclima. Euroclima is free to take the goods back at any time at the customer's expense due to non-payment of the open claims.

13.2 For as long as the goods are owned by Euroclima, the customer must handle the goods carefully. Insofar as maintenance or inspection work is required, the customer must carry this out regularly at its own cost. Damages or expenses that arise through improper handling or missed maintenance may not be charged to Euroclima or may be passed by Euroclima on to the customer.

14) DATA PROTECTION

14.1 According to the provisions of the Data Protection Act, Euroclima is entitled to collect and to use customer data in paper and in electronic form, insofar as this is required for business relations in the form of Sales, Marketing, Collection, Transport, Archiving etc. Even after conclusion of the order, the customer's contact data may be used for information or advertising purposes.

14.2 Euroclima has the right to use the device's delivery data, image material or image material obtained from the internet as a reference for promotional purposes.

14.3 Euroclima will handle personal data of clients and suppliers based on the GDPR – General Data Protection Regulation, and criteria and contact details can be found on the Euroclima homepage www.euroclima.com

15) CHOICE OF LAW

15.1 In the contract relationship, the law of the selling contract party applies exclusively. UN Sales-law (Convention of International Sale of Goods) is expressly excluded from this contract.

15.2 The place of fulfilment for all obligations arising from this contract is the place where the selling party is located. Euroclima can also choose another court place if this is not penalising the receiving party.

15.3 Court of jurisdiction: for all disputes arising from this contract, Euroclima is entitled to choose the court of jurisdiction according to its own discretion, without the consent of the other party.

15.4 Delivery contracts remain binding even if single points or clauses of the terms of sale and delivery are legally invalid.

16) DECLARATION OF FREE EXPORTATION

16.1 The Importer/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

16.2 The Importer/Buyer shall undertake its best efforts to ensure that the purpose of paragraph (16.1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

16.3 The Importer/Buyer shall set up and maintain an adequate monitoring mechanism to detect by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (16.1).

16.4 Any violation of paragraphs (16.1), (16.2) or (16.3) shall constitute a material breach of an essential element of this Agreement, and the Exporter/Seller shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of any agreement; and

(ii) a penalty of 25 % of the total value of this order or price of the goods exported, whichever is higher

16.5 The Importer/Buyer shall immediately inform the Exporter/Seller about any problems in applying paragraphs (16.1), (16.2) or (16.3), including any relevant activities by third parties that could frustrate the purpose of paragraph (16.1). The Importer/Buyer shall make available to the Exporter/Seller information concerning compliance with the obligations under paragraph (16.1), (16.2) or (16.3) within two weeks of the simple request of such information.

Clients Signature