

General Terms and Conditions

International Sales and Delivery Conditions

1. General

The International Sales and Delivery Conditions shall be binding if declared applicable in any contract or in any offer or acceptance of Zehnder Group Deutschland 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 International Sales and Delivery Conditions 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

Every purchase order shall be subject to individual and explicit acceptance by Seller before any obligation of Seller is created.

3. Conditions of Delivery

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 of the goods shall be borne by Buyer.

In case delivery is made by postal service, special delivery or express service, Buyer has to meet additional expenses over and above normal "FCA Lahr" delivery or as agreed upon. The 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

Delivery dates are approximate dates. Delay in scheduled delivery shall not entitle Buyer to any claims against Seller and/or to cancel any purchase order.

The delivery date which has been agreed upon with Buyer must be reasonably extended when

circumstances arise which Seller cannot prevent despite using the required care.

6. Prices/Long-Term Orders

Unless credit terms have been agreed between the parties, goods must be paid for at the time of the order or otherwise when invoiced by Seller. If any payment is overdue, interest on the outstanding sum is payable at commercial bank rates.

If the specified quantities of goods ordered by Buyer are not called down for delivery and/or paid within the agreed timeframe, Seller is entitled to withdraw from the purchase with immediate effect and Buyer is prohibited from claiming any damages. Alternatively, Seller has the option to demand from Buyer a guarantee for the full purchase price in exchange for delivery of the remaining goods.

At any time before delivery (calculated by reference to clause 5) 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

In case of Buyer's insolvency or Buyer's default on payment of an earlier purchase, Seller shall be entitled to withhold its performance until the payment of the outstanding purchase price is guaranteed. If such a guarantee cannot be established by Buyer within a reasonable period of time, Seller may withdraw from the purchase.

In case Buyer is in default of payment of the purchase price, Seller is entitled to charge interest at commercial bank rates.

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

8. Warranty

The warranty period shall be sixty (60) months from date of delivery to Buyer. Excluded are electrical radiators, electrical and electronic components. The warranty period for these goods is twenty-four (24) months.

Buyer must inspect the goods immediately upon receipt. Any defects must be notified in writing within eight (8) days after receipt. Otherwise the goods purchased are deemed to have been accepted and any warranty claims against Seller are excluded.

Within the warranty period set forth above, defects which were not recognizable in the course of a customary examination, must be notified in writing immediately (and in any case within eight (8) days) upon their discovery. Otherwise the goods purchased are deemed to have been accepted and any warranty claims against Seller are excluded. Provided the goods are proven defective and Buyer has notified the defects as set out herein above, Buyer has the option to have the defective goods repaired or replaced free of cost. Costs of shipment from and to Seller's plant, if necessary, will be split in half. Warranty claims are conditioned upon Buyer's prior performance of all and any of its own obligations. Any other warranty claims against defects in the goods are expressly excluded.

9. Retention of Title

Seller shall retain ownership of the goods supplied until full payment has been received. Buyer shall take all necessary measures for the protection of the proprietary rights of Seller.

10. Export Restriction and Compliance with Laws

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. 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. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these International Sales and Delivery Conditions. Buyer shall comply with all export and import laws of all countries involved in the sale of the goods under these International Sales and Delivery Conditions or any resale of the goods by Buyer. Buyer assumes all

responsibility for shipments of the goods requiring any government import clearance.

11. Specifications and System Design

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.

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.

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.

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.

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).

Buyer hereby warrants to Seller and each member of its group that Buyer shall incorporate in to 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.

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.

12. Applicable Law and Arbitration

This contract 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 and further excluding its conflicts of law provisions.

All disputes arising in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with said Rules. The place of arbitration shall be at the domicile of Seller. The Language shall be English.

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

Effective 01.03.2023