

General Terms and Conditions

WEISSHAAR GmbH & Co. KG – 02/2026



Preamble

(1) These General Terms and Conditions (GTC) apply to all deliveries, services and installation or repair work of WEISSHAAR GmbH & Co. KG (hereinafter referred to as "WEISSHAAR") vis-à-vis entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (hereinafter referred to as "Buyer").

(2) Conflicting or deviating terms and conditions of the buyer shall only become part of the contract if WEISSHAAR expressly agrees to their validity in writing; Silence on the sending of such terms and conditions shall not be deemed consent.

Contract basics

(1) The content and scope of the contract shall be determined exclusively by the written order confirmation of WEISSHAAR; if this is not the case, the offer of WEISSHAAR is decisive. If the buyer accepts an offer under extensions or changes, this is considered a new offer that WEISSHAAR must expressly accept.

(2) Offers from WEISSHAAR are subject to change, prior sale is reserved. Product descriptions, drawings, weights and dimensions are indicative values unless they are expressly designated as binding; WEISSHAAR reserves the right of ownership and copyright to documents. With the exception of prospectuses, offer documents and drawings of third parties may not be passed on, published, duplicated or made available in any other way or used for any purpose other than the agreed purpose without the prior consent of WEISSHAAR.

Prices

(1) Unless otherwise agreed in writing, the prices are valid ex warehouse of WEISSHAAR plus the applicable statutory value added tax. Ancillary services, such as installation, assembly and commissioning costs, are usually not carried out. If these are taken over by way of exception, they will be charged separately.

(2) In the case of longer-term delivery or performance obligations (e.g. framework agreements), WEISSHAAR is entitled, at its equitable discretion (§ 315 BGB), to take into account material, energy, wages or other cost increases that occur after the conclusion of the contract by means of price adjustments, provided that the service is not to be provided within four months of conclusion of the contract.

(3) Work without previously agreed remuneration shall be invoiced according to the actual wage and material expenditure in accordance with the applicable billing rates.

(4) Fees and other costs associated with the fulfilment of official requirements shall be borne by the buyer.

Payment

(1) Invoice amounts are due for payment immediately after the date of invoice without deduction, unless otherwise agreed.

(2) The Buyer shall be in default no later than 30 days after the date of invoice, without the need for a reminder, provided that this has been pointed out in the invoice. In the event of default, WEISSHAAR is entitled to demand statutory default interest; further damages for delay are reserved.

(3) In the event of default of payment or a substantial deterioration in the Buyer's assets to be reasonably feared, WEISSHAAR shall be entitled to make further deliveries only against advance payment or the provision of security and to revoke granted payment terms.

(4) The Buyer shall only be entitled to a right of retention on the basis of undisputed or legally established counterclaims. Offsetting is only permissible with undisputed or legally established claims.

Power Time

(1) Agreed delivery and performance periods are only binding if they have been expressly designated as binding. The service shall be deemed to have been rendered on time if the goods are ready for dispatch by the expiry of the period and the Buyer has been notified of the readiness for dispatch.

(2) Delivery and performance periods shall be extended appropriately in the event of force majeure and other unforeseeable events for which WEISSHAAR is not responsible (e.g. strike, lockout, official measures, lack of official approvals, failure to deliver on time), insofar as these significantly impair the service.

(3) Claims for damages due to delay are limited – subject to the section "Liability" – to the typically foreseeable damage. The compensation amounts to a maximum of 0.5% for each full week of delay, but a maximum of 5% in total of the value of the part of the total service that cannot be used in time or for an inappropriate purpose

as a result of the delay. Contractual penalties of the buyer are not recognized, unless they have been expressly agreed in writing.

Transfer of risk, shipping, insurance

(1) The risk of accidental loss and accidental deterioration shall pass to the buyer at the latest upon handover of the goods to the freight forwarder, carrier or other third party commissioned with the shipment; this also applies to partial deliveries or if WEISSHAAR has taken over additional services (e.g. delivery or assembly).

(2) If the shipment is delayed for reasons for which WEISSHAAR is not responsible, the risk shall pass to the Buyer upon notification of readiness for shipment.

(3) Unless the buyer gives instructions, WEISSHAAR will choose the shipping route and means of transport at its dutiful discretion without guarantee for the cheapest or fastest shipment. At the request and expense of the buyer, the shipment is insured against the usual transport risks.

Export, customs, VAT

(1) Compliance with export, import, customs and foreign trade regulations in relation to the goods shall be the responsibility of the buyer. In this respect, WEISSHAAR merely fulfils its own statutory obligations; this does not give rise to any additional claims for the buyer.

(2) In the case of collection by a buyer resident abroad, the buyer shall be obliged to provide the necessary proof of export; otherwise, he must pay the German VAT.

(3) In the case of intra-Community supplies, the buyer is obliged to provide proper proof of transport as well as his valid VAT ID No. to communicate; if this is not done, WEISSHAAR may subsequently demand VAT.

Commissioning and after-sales service work

(1) As a matter of principle, WEISSHAAR does not undertake the commissioning of the systems or service work on the systems or parts. In individual cases, these may result from an additional agreement in each case. A commissioning agreed between the parties is completed when the plant is ready for operation or a trial operation has been successfully carried out.

(2) Commissioned services, connection and support services provided are ancillary services to the purchase contract. No specific success is owed. The services are used exclusively for the connection and functional testing of the supplied components. There is no acceptance; only an activity and function log is made. Further installation, integration, construction or system services are not owed. Warranty is based exclusively on sales law; liability for success is excluded, without prejudice to mandatory statutory liability.

(3) The assembly service does not include, in particular, masonry, plaster, painting, electrical and piping work, structural calculations, the connection and securing of the equipment as well as scaffolding and crane installation; these services are to be provided by the buyer at his own expense.

(4) If a delay arises for reasons for which the buyer is responsible, the buyer shall bear the additional costs incurred as a result (e.g. waiting times, additional journeys).

(5) Commissioning and after-sales services shall be invoiced according to the applicable remuneration rates; any surcharges for overtime, night, Sunday and holiday work will be charged separately, unless flat-rate prices have been expressly agreed.

Defect rights (warranty)

(1) The buyer must inspect the delivered goods immediately after delivery and complain in writing of any recognizable defects within eight working days; hidden defects must be reported in writing immediately after discovery. If the timely complaint is not made, the delivery is deemed to have been approved.

(2) In the event of timely and justified notice of defects, WEISSHAAR shall provide subsequent performance at its own discretion by remedying the defect or delivering a defect-free item. If the subsequent performance fails twice or is unreasonable, the buyer can reduce the price appropriately or – in the case of a defect that is not only insignificant – withdraw from the contract.

(3) Claims of the buyer for damages or reimbursement of futile expenses exist only in accordance with the "Liability" regulation. In particular, costs of removal and installation are only eligible for compensation if WEISSHAAR is liable for them in accordance with the statutory provisions.

(4) The limitation period for claims for defects between entrepreneurs is 12 months from delivery of the goods, unless longer periods (e.g. fraudulent misrepresentation) apply.

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We exclude the law on contracts for work and services, unless expressly agreed in writing. In this case, the limitation period for claims for defects between entrepreneurs is 12 months from the written declaration of completeness and functionality.

(5) Liability for material defects is excluded for used machines and used parts, unless otherwise expressly agreed and no liability under section "Liability" applies.

Liability

(1) WEISSHAAR shall be liable without limitation for damages resulting from injury to life, limb or health that are based on an intentional or negligent breach of duty by WEISSHAAR, its legal representatives or vicarious agents, as well as in accordance with the Product Liability Act.

(2) WEISSHAAR is liable for other damages without limitation in the event of intent and gross negligence. In the event of simple negligence, WEISSHAAR is only liable for damages resulting from the breach of a material contractual obligation (cardinal obligation), whereby liability is limited to the typically foreseeable damage, in the case of guarantees assumed, insofar as such a guarantee was intended to protect against the damage that has occurred.

(3) Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract in the first place and on whose compliance the buyer may regularly rely.

(4) In all other respects, WEISSHAAR's liability is limited to the sum insured under the existing business/product liability insurance, unless there is intentional action. Further liability for loss of profit, loss of production, indirect damages or consequential damages is excluded, unless mandatory law or a guarantee stipulates otherwise.

Refrigerants and system concepts

(1) Refrigerants used at the time of delivery comply with the applicable F gases and other relevant laws and ordinances. There is no liability for the future availability, economic procurability or legal permissibility of certain refrigerants.

(2) Installations are designed for certain refrigerants; a later conversion to other substances may be technically impermissible or only possible with disproportionate effort. WEISSHAAR rejects any liability for advice, selection and follow-up costs and points out the information obligations of the buyer as the respective operator. He is responsible for the selection of the refrigerant and must inform himself about the intended location, the applicable regulations and local regulations.

Retention of title

(1) WEISSHAAR reserves title to all delivered goods until all present and future claims arising from the ongoing business relationship have been fully fulfilled (reserved goods).

(2) The buyer shall be entitled to resell the goods subject to retention of title in the ordinary course of business as long as he is not in default of payment; however, he already assigns all claims arising from the resale to WEISSHAAR in the amount of the invoice value as security. WEISSHAAR accepts the assignment.

(3) WEISSHAAR undertakes to release collateral at its discretion insofar as its realisable value exceeds the secured claims by more than 25%.

(4) The buyer must immediately inform WEISSHAAR in writing of any seizures or other interventions by third parties in the reserved goods or assigned claims.

Place of Performance, Place of Jurisdiction, Applicable Law

(1) The place of performance for all delivery and payment services shall be the registered office of WEISSHAAR, unless otherwise agreed.

(2) If the buyer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of WEISSHAAR; However, WEISSHAAR is also entitled to sue the buyer at its general place of jurisdiction.

(3) The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(4) Unless expressly agreed, European or German standards, technical rules and European regulations in accordance with which the plants are built expressly apply.

Final provisions

(1) Changes and additions to the contract, including these GTC, must be in text form; Individual agreements remain unaffected by this.

(2) Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. Instead of the invalid provision, an effective provision shall be deemed to have been agreed which comes as close as possible to the economic purpose of the invalid provision.