

ENGIE Refrigeration GmbH General Delivery Conditions

1. Contractual basis and scope of application

- 1.1 All ENGIE deliveries are exclusively made under the following contractual conditions.
- 1.2 Determinative of the type and scope of ENGIE deliveries and the correct processing of the order are, in the order given:
 - 1.2.1 ENGIE order confirmation
 - 1.2.2 ENGIE offer
 - 1.2.3 The conditions following conditions
 - 1.2.4 The stipulations in the German Civil Code (BGB)
- 1.3 The customer's contractual conditions are not part of this contract. This also applies if ENGIE has not explicitly contradicted them or executes its deliveries while aware of opposing or deviating customer conditions.
- 1.4 Our deliveries, services and offers take place exclusively on the basis of these delivery conditions. These contractual conditions also apply to all future business with the customer without the need for explicit indication of this as long as this business comprises legal transactions of the same or a similar nature.
- 1.5 These contractual conditions apply in full, also for supplementary and additional orders.

2. Offers and contract conclusion

- 2.1 Offers by ENGIE are not binding unless they were confirmed or submitted in writing as explicitly binding by one of the authorised representatives.
- 2.2 A contract shall take effect either when the customer accepts a binding offer from ENGIE within the offered period or ENGIE confirms or executes the customer's order in writing.
- 2.3 The customer acknowledges that the customer is actually represented by the persons specified by the customer to ENGIE as contact persons and that these persons are also qualified and authorized to conclude agreements, including verbal agreements, to pronounce orders and to commission additional services. This also applies to hourly wage work. If the customer does not want to be bound by declarations or orders by persons specified by the customer to ENGIE as contact persons, this must be declared in writing to ENGIE. This declaration only takes effect in the future.

3. Scope of delivery and services

- 3.1 The specified service, consumption and other operating data are quoted as approximate values. ENGIE's obligations to perform act in pursuance with the relevant technical regulations

referred to in the technical scope of supply and performance.

3.2 ENGIE's delivery commitment is subject to the punctual and complete delivery to ENGIE unless ENGIE is responsible for the incorrect or delayed delivery to ENGIE. ENGIE undertakes the obligation to inform the customer immediately in the event of non-delivery by the supplier and to reimburse any service in return that has already been provided. ENGIE undertakes the obligation to transfer to the customer any claims against its suppliers due to non-delivery up to the amount of the damage resulting to the customer.

4. Documents, software

- 4.1 The customer is not permitted to divulge, publish or reproduce the offers and documents made available to the customer by ENGIE without prior consent from ENGIE, nor is the customer permitted to use these for any purpose other than the purpose of the contract as arranged.
- 4.2 If the scope of delivery contains software, the customer is granted the non-exclusive right to use the software delivered including its documentation for the contractual purposes. The software is provided for use on the delivery item defined for this purpose. Use of the software on more than one system is prohibited. The customer may only reproduce, translate, edit, revise, distribute or publicly replicate the software within the scope of §§ 69d, 69e of the Copyright Act. The customer undertakes the obligation to not remove or modify manufacturer information and especially copyright notices without consent from ENGIE. All other rights to the software and its documentation including copies remain with ENGIE. It is not permissible to award sub-licences.

5. Remuneration

- 5.1 The remuneration is stated in the ENGIE order confirmation, or, if no such document is available, in a binding offer from ENGIE. It only applies to the deliveries and services explicitly specified.

If there is no ENGIE order confirmation or offer with which to determine the prices for certain deliveries, the customary prices shall be remunerated for the deliveries and services actually performed.
- 5.2 All prices are given as net values without deductions, i.e. without value added tax, fees or other duties. These apply ex works including loading in the plant, excluding packaging or unloading.

6. Payments

- 6.1 Remuneration is due for payment without deduction immediately after the service due is provided. The customer is in arrears with their payment obligation if payment is not made within

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two weeks of receiving the invoice. The payment shall be made as a cashless payment at the customer's risk and expense.

- 6.2 In the event that the customer falls into arrears on payment, ENGIE is entitled to demand interest on late payment at 9 percentage points over the respective basic interest rate as long as the customer is not a consumer. The right to prove higher damage remains reserved.
- 6.3 ENGIE may settle incoming payments with older receivables due and unpaid interest or costs.

7. Customer's offset and retention rights

- 7.1 The customer can only offset ENGIE remuneration entitlements with counter-claims that have been established by law, are undisputed or acknowledged by ENGIE. Offsetting is otherwise excluded.
- 7.2 The customer is only authorised to exercise a right of retention if its counter-claim is based on the same legal relationship and if the counter-claim has been established by law, is undisputed or acknowledged by ENGIE.

8. Reservation of proprietary rights

- 8.1 The items delivered by ENGIE remain property of ENGIE until all receivables including all secondary charges have been paid in full and are until this time subject to its unlimited right of disposition. This applies in the business area until all deliveries and other receivables from ENGIE from the business relationship with the customer have been fully paid.
- 8.2 The customer safeguards the items which are ENGIE's reserved property at no charge. The customer is neither permitted to pawn them nor to transfer them as collateral. The customer is obliged to insure the items of reserved property sufficiently against theft, breakage, fire and water damage at their own cost.
- 8.3 In the event of pawning or other intervention by third parties, the customer shall notify ENGIE immediately in writing and provide ENGIE with all the information and documents that are required to safeguard ENGIE's rights. If an application is made to open insolvency proceedings for the customer's assets, the customer must inform ENGIE of this immediately.
- 8.4 If the items produced and delivered by ENGIE become a significant component of a property or are combined, mixed or processed with other objects, this is always carried out for ENGIE as the manufacturer. If ENGIE's property thereby ceases to exist, it is arranged now that ENGIE acquires the joint ownership of the items that are produced as a result. The share of joint ownership is determined according to the fraction that the ENGIE deliveries invoice

amount makes up of the value of the item produced. When all deliveries and other receivables from ENGIE from the business relationship with the customer have been fully paid, ENGIE's share of joint ownership is transferred to the customer.

- 8.5 In the event that the customer acquires third-party claims through the resale, combination, mixing or processing of the items that are ENGIE's property or of which ENGIE has joint ownership, as a precaution the customer transfers these to ENGIE now to the amount of 110% of the ENGIE order amount. ENGIE accepts this transfer. The customer is authorised to collect the receivables transferred to ENGIE as a precaution for ENGIE. The customer is obligated to pay the resulting proceeds to ENGIE. ENGIE is entitled to revoke the collection authorisation if the customer falls into arrears on payment.
- 8.6 If the customer falls into arrears on payment, the customer must inform ENGIE on request of the scope to which the delivery item has been resold, combined, mixed or processed. In the event of falling into arrears on payment, the customer is also obligated to communicate an exact itemisation of the receivables which result from resale, combination, mixing or processing and to issue all the information required to enforce these receivables.

9. Delivery deadlines

- 9.1 Information about delivery deadlines only then represents binding contractual deadlines if they are designated as such by the customer and are arranged expressly in writing when the order is placed.
- 9.2 Compliance with the delivery deadline requires the customer to have fulfilled all the duties under their responsibility, especially producing all the required information and documents as well as official certifications and approvals and making arranged down payments. The binding contractual deadlines are extended by the time period in which the customer does not fulfil its obligations.
- 9.3 Furthermore, the agreed binding delivery deadlines are subject to the punctual and correct delivery to ENGIE unless ENGIE is responsible for the incorrect or delayed delivery to ENGIE. ENGIE informs the customer of any signs of delays immediately. ENGIE is obligated to transfer to the customer any claims against its suppliers due to delayed deliveries up to the amount of the damage resulting to the customer.
- 9.4 The delivery deadline is also extended accordingly
- 9.4.1 By situations for which the customer is responsible, especially if ENGIE does not receive information or documents that are required for execution punctually,

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9.4.2 If unforeseen events occur for which ENGIE is not responsible, such as malfunctions, strike, lockouts or similar events or situations over which ENGIE has no influence.

10. Contractual penalties

10.1 A contractual penalty can only be effectively arranged in writing when the order is placed.

10.2 In any case, the customer must reserve the contractual penalty on acceptance, otherwise it is excluded upon enforcement.

11. Risk assumption

11.1 The ENGIE deliveries are made ex works (according to Incoterms 2010). This also applies if ENGIE incurs the costs for shipping, unloading and/or setting up the delivery item.

11.2 If the customer is in default of acceptance, the risk is transferred to the customer when default of acceptance commences. This also applies if the delivery item is still in ENGIE's warehouse or the plant.

11.3 Partial deliveries are permissible as long as they are not unacceptable for the customer.

12. Acceptance

12.1 If an acceptance has been arranged, it suffices that the customer expresses the approval of the deliveries by tacit behaviour.

12.2 If the customer has used the service or part of the service, the acceptance is considered complete upon conclusion of 3 working days after the start of use. With this in mind, early commissioning also counts as acceptance.

13. Warranty for defects

13.1 ENGIE warrants for the correct execution of the deliveries carried out by ENGIE according to the following regulations. Information about the content or quality of individual services and materials used does not represent a quality agreement as per the German Civil Code (BGB) if this information does not have any impact on the use determined in the contract or on the standard use of deliveries by ENGIE. Quality agreements made in the contract do not represent guarantees.

13.2 The assertion of warranty claims requires that the customer fulfils its legal obligation to inspect and give notice of defects. Obvious defects shall be reprimanded immediately after delivery. If a defect does not become obvious until later, notification must be given of the defect immediately after its discovery (§ 377 Sec. 1, Sec. 3 of the German Commercial Code (HGB)).

13.3 ENGIE does not assume warranty for damage and defects resulting from the incorrect use of the deliveries and supplies, taking all the supplier's maintenance and operating instructions into account. Furthermore, ENGIE does not accept liability for the consequences of natural wear and tear, poor maintenance or faulty or negligent treatment or operation or excessive strain on the deliveries and services.

13.4 The customer can only assert a right to refuse performance for a ENGIE receivable to the amount of 1.5 times the costs to rectify the fault.

13.5 The place of fulfilment for rectification claims is the ENGIE warehouse or plant from which the delivery was made.

13.6 The statute-of-limitations of the warranty claims for defects is 24 months after delivery or acceptance of the services.

14. Liability in other cases

14.1 ENGIE is not liable for ordinary negligence within the framework of deliveries and services. Liability for indirect damage, in particular damage from failure, downtime or other consequential harm caused from a defect is excluded. These liability limitations apply to the same extent for vicarious agents.

No liability limitations apply in the event of loss of life, bodily injury or damage to health, if a guarantee is accepted, for liability according to the German Product Liability Act or in the event of the breach of important contractual obligations. The liability due to the breach of important contractual obligations is limited to the compensation for those damages that ENGIE should have been able to predict as a possible consequence due to situations recognisable for ENGIE (foreseeable damages).

14.2 No liability limitations apply in the event of damages inflicted by intent or gross negligence.

14.3 The above rulings do not constitute any change in the burden of proof to the disadvantage of the customer.

15. Court of jurisdiction and applicable law

15.1 The court of jurisdiction for businessmen, public-law legal persons or public-law special funds is the registered office of ENGIE. However, ENGIE is also entitled to make claims against the customer in its general court of jurisdiction.

15.2 The contractual relationship is governed exclusively by the substantive law of the Federal Republic of Germany with the exception of the UN sales law.

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16. Final provisions

- 16.1 The customer agrees that their data will be saved and processed by ENGIE in line with the stipulations of the German Federal Data Protection Act and the respective Federal State Data Protection Act if this is required for the correct processing of the respective contractual relationships.
- 16.2 If a stipulation from these conditions is or becomes invalid, this does not affect the validity of the remaining stipulations. In this case, the invalid stipulation must first be reinterpreted or supplemented so that the purpose intended by the invalid stipulation is achieved as far as possible. This also applies in the event that a loophole that requires regulation occurs.