General Terms and Conditions
of Frigotec GmbH Kälte- und Verfahrenstechnik
(hereinafter: Frigotec GmbH)

[as of 15 September 2025]

1. General information, scope

1.1 The following General Terms and Conditions apply to all deliveries, services and contracts of Frigotec GmbH with business customers (entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB)). They apply in particular to contracts for the planning, manufacture, delivery, installation and maintenance of refrigeration and air conditioning technology; the construction and equipping of transhipment cold rooms, CA/ULO storage rooms, ripening facilities, rapid cooling systems, deep-freeze facilities, air conditioning systems and air-conditioned areas; climate chambers for research and development; air conditioning of office facilities; and special electronic controls and switchgear with control technology.

These General Terms and Conditions are intended exclusively for business customers and do not apply to consumers. Frigotec GmbH only concludes contracts with entrepreneurs; consumers cannot derive any rights from these General Terms and Conditions.

1.2 These terms and conditions are an integral part of all offers, order confirmations and contracts with our customers. Deviating terms and conditions of the customer shall not become part of the contract unless we have expressly agreed to their validity in writing. In particular, the mere reference by the customer to its own terms and conditions of purchase shall not take precedence over these General Terms and Conditions. An express rejection of third-party terms and conditions is not required in each individual case.

1.3 Individually negotiated agreements with the customer (including collateral agreements, supplements and amendments) shall take precedence over these General Terms and Conditions (§ 305b BGB). Such agreements must be in text form (e.g. email) to be effective; purely verbal agreements are ineffective, unless otherwise agreed in individual cases.

1.4 Legally relevant declarations and notifications made by the customer to us or a third party (e.g. setting deadlines, notifications of defects, withdrawal or reduction) must be made in writing or in text form (e.g. by email). Amendments or additions to these General Terms and Conditions, including this written form clause, must also be made in writing.

1.5 We attach great importance to the transparency and clarity of our contractual terms and conditions, as required by Section 307 of the German Civil Code (BGB) (transparency requirement). Should individual clauses of these General Terms and Conditions be invalid or unenforceable, the validity of the rest of the contract shall remain unaffected. The invalid provision shall be replaced by the relevant statutory provision.

2. Offer and conclusion of contract

2.1 Our offers are subject to change and non-binding unless they are expressly designated as binding. Technical specifications, drawings, dimensions and weights in offers are approximate and only binding if we have expressly confirmed them in writing. We reserve ownership rights and copyrights to all offer documents, cost estimates, drawings, plans, etc.; the customer may not make these available to third parties without our written consent.

2.2 Orders are only concluded upon our written order confirmation. Unless otherwise stated in the offer, we are bound to our offer prices for 24 working days from the date of the offer. The receipt of a delayed declaration of acceptance is considered a new offer from the customer.

2.3 The specific scope of services is set out in our order confirmation and any written service specifications. We reserve the right to make minor technical deviations from the offer documents (e.g. design changes, deviations in dimensions and materials), provided that these do not significantly impair the purpose of the contract and are reasonable for the customer.

2.4 The customer is obliged to provide us with all information, documents, approvals and releases (e.g. official approvals, plans, specifications) necessary for the execution of the order in good time. If these acts of cooperation are not provided, any performance deadlines shall be extended accordingly.

3. Prices and terms of payment

3.1 All prices are net in EURO ex works (Incoterms) from our company headquarters,

plus the applicable statutory value added tax. Unless stated in the offer, costs for packaging, shipping, insurance, installation, training or commissioning are not included in the price and will be charged separately. We do not take back packaging; the customer is responsible for the proper disposal of packaging materials.

3.2 Prices apply only to the scope of services offered in a single order. Services not expressly covered by the offer but which are necessary for the execution of the order or which the customer subsequently commissions will be charged additionally according to expenditure. This applies in particular to unforeseen ancillary work (e.g. chiselling, plastering, earthworks) or additional installation work requested by the customer. Fixed prices are only valid if they have been confirmed by us in writing and agreed with specific time specifications (completion date, etc.).

3.3 If prices are not agreed as fixed prices, we remain bound to the quoted prices for up to 4 months after conclusion of the contract. If delivery or performance takes place more than four months after conclusion of the contract and if labour or material costs have increased significantly since the quotation was submitted, we shall enter into negotiations on an appropriate price adjustment, provided that the customer is responsible for the delay.

3.4 Unless otherwise agreed in writing, our invoices are due immediately in full without deduction. Partial payments or discounts are only permitted with prior written agreement. Payments are deemed to have been made on the day on which we have access to the amount.

3.5 If the customer is in default, we shall be entitled to charge default interest at the statutory rate (Section 288 (2) of the German Civil Code (BGB), currently 9 percentage points above the base rate) and to claim compensation for further damage caused by the default. The customer reserves the right to prove that we have incurred no damage or significantly less damage. In the event of default of payment by the customer, we may also withhold further services until full payment has been made. The assertion of the lump-sum default damage payment (Section 288 (5) BGB) remains unaffected.

4. Delivery and installation

These provisions apply to the delivery of goods, including any agreed installation or assembly of the delivered devices or systems at the customer's premises.

4.1 Delivery or service deadlines specified by us shall only commence once all technical and commercial questions have been clarified and the customer has provided all information, documents, approvals and any agreed advance payments in good time. Fixed dates are only binding if we have expressly confirmed them as such.

4.2 Events of force majeure and unforeseeable, unavoidable circumstances beyond our control, such as natural disasters, mobilisation, war, riots, terrorism, strikes or lawful lockouts, shall extend the agreed deadlines appropriately. The same applies in the event of energy or raw material shortages, pandemics, official measures or other operational disruptions for which we are not responsible. We shall inform the customer of the beginning and end of such circumstances as soon as possible.

4.3 If we are in default of delivery, the customer must first set us a reasonable grace period, unless the statutory exceptions (§ 281 (2), § 323 (2) BGB) apply. If this grace period is not met through our fault, the customer may withdraw from the contract within the framework of the statutory provisions. The customer may only claim damages for delay beyond the lump sums specified in this clause if we are guilty of intent or gross negligence (see also the section on liability).

If the customer has suffered damage as a result of our delay in delivery, the customer is entitled to compensation for the proven damage, but not exceeding the following amounts ( ): For each completed week of delay, 0.5% of the net price of the delayed delivery, up to a maximum of 5% of the value of the delivery affected by the delay. We reserve the right to prove that no damage or only minor damage has been incurred. Further claims for damages due to delay are excluded, unless liability is mandatory by law in cases of intent, gross negligence or injury to life, limb or health.

4.4 If installation or assembly is to be carried out by us, the customer shall make all necessary preparations at its own expense. In particular, the customer must, in good time and at its own expense: carry out all necessary construction and ancillary work (e.g. earthworks, masonry,

chiselling, electrical connections) and provide the necessary supply connections (electricity, water, sewage, heating, lighting) at the installation site; provide suitable access routes and a clear installation site, as well as any necessary lifting equipment, scaffolding, operating resources and auxiliary personnel; ensure safe storage of the delivered system components, materials and tools near the installation site (sufficiently large, dry, lockable room) and create appropriate working conditions for our installation personnel (including occupational safety, provision of necessary protective clothing or safety precautions, provision of recreation rooms and sanitary facilities).

If the customer fails to fulfil these obligations, we shall be entitled to invoice any additional costs incurred separately.

4.5 The customer must ensure that the structural requirements are met and the installation site is freely accessible on the agreed installation date. If installation, commissioning or acceptance is delayed for reasons for which the customer is responsible (e.g. construction site delays, lack of cooperation), any waiting times or additional expenses incurred shall be borne by the customer.

4.6 The risk of accidental loss or deterioration of the delivery item shall pass to the customer upon handover to the shipping/transport company, even in the case of carriage paid delivery, as soon as we have handed over the goods to the carrier. This shall also apply if partial deliveries are made or if we have assumed other services (e.g. shipping or installation). If the customer wishes to take out transport insurance, this will be arranged by us at the customer's expense.

4.7 If installation or assembly at the customer's premises has been agreed, the risk shall only pass to the customer on the day of acceptance into operation by the customer, but at the latest when the customer commissions the system for production or testing purposes. If, for reasons for which the customer is responsible, no formal acceptance takes place, the system shall be deemed to have been accepted no later than 2 weeks after commissioning. If the customer is in default of acceptance or if dispatch or acceptance is delayed for reasons for which the customer is responsible, the risk shall pass to the customer from the time of the default.

4.8 If, upon written notification, the customer requests a delay in shipment or delivery of more than one month from the date of notification of readiness for shipment, we may charge the customer storage costs of 0.5% of the price of the delivery for each month or part thereof, up to a maximum of 5% in total. The customer reserves the right to prove that we have incurred no or lower storage costs.

4.9 If delivery or performance becomes permanently impossible for reasons beyond our control, we shall be entitled to withdraw from the contract; we shall reimburse the customer for any consideration already paid. In all other respects, the customer's rights shall be determined in accordance with the statutory provisions. If unforeseeable events (see above: force majeure) become so serious for us that they significantly alter the economic significance or content of the service or have a significant impact on our operations, the contract shall be adjusted appropriately in good faith. If this is not economically reasonable, we shall be entitled to withdraw from the contract in whole or in part. In this case, we shall immediately inform the customer of the circumstances that have arisen and our intention to withdraw.

5. Software usage rights

If we supply software (e.g. control software for refrigeration/air conditioning technology or switchgear), the customer shall receive a non-exclusive (simple) right of use for an unlimited period of time in accordance with the following scope:

5.1 The customer may only use the delivered software on the device or system for which it is intended. Use of the software on more than one system is not permitted.

5.2 The customer may only copy, edit, translate or convert the software from object code to source code to the extent permitted by law in accordance with Sections 69a ff. of the German Copyright Act (UrhG). Copyright notices, serial numbers and other features serving to identify the software may not be removed or altered.

5.3 All other rights to the software and documentation remain with us or the respective software manufacturer. The customer does not receive any further rights of use. In particular, the customer is not permitted to grant sub-licences or make the software available to third parties, except in the

context of reselling the system in accordance with the following paragraph.

5.4 In the event of resale of the devices/systems delivered by us to third parties, the software supplied may only be passed on together with this device. The customer must also pass on any software data carriers and documentation provided with the resale of the system to the purchaser and delete their own copies.

5.5 The provisions on liability for material defects in Section 7 of these General Terms and Conditions shall apply in addition to any material defects in the software. We shall only be liable for damage resulting from software errors within the scope of the provisions in Section 8 (Liability). Non-reproducible software errors shall not be considered defects, nor shall errors caused by improper modifications to the software by the customer or by the use of the software in an unauthorised environment.

6. Work performance, repairs and maintenance

This section additionally regulates contracts for work (e.g. construction and installation of cold rooms, air conditioning systems, etc. at the customer's premises) as well as repair and maintenance services. Insofar as individual provisions are missing in this section, the provisions of the German Construction Contract Procedures Part B (VOB/B) shall apply in addition, provided that they relate to a building and we have made them available to the customer upon conclusion of the contract.

6.1 Agreed execution and completion dates are only binding if the undisturbed workflow is not impaired by circumstances for which we are not responsible. Such circumstances include, in particular, planning changes initiated by the customer or the absence of necessary documents (such as building permits) that are required for the execution of the order. In all other respects, the provisions of VOB/B § 5 on the execution period shall apply to construction work. If the contractor (Frigotec) falls behind with construction work, the customer shall only be entitled to claims for damages in accordance with § 8 No. 3 VOB/B if the conditions specified therein are met (i.e. written setting of a deadline and threat of withdrawal of the order by the customer after expiry of the deadline).

6.2 As soon as we notify the customer of the completion of a work service, the customer must accept it immediately, at the latest within 12 working days. A formal acceptance shall be carried out if one of the contracting parties so requests; otherwise, the work shall be deemed to have been tacitly accepted if the customer puts it into use or allows the aforementioned period to elapse without reporting any significant defects. Upon acceptance, the risk shall pass to the customer (see Section 4) and the period for claims for material defects shall commence.

6.3 If an inspection, maintenance or repair service offered by us is not performed for reasons for which the customer is responsible, we may charge the customer for the expenses incurred. In particular, we may invoice the customer for the time and costs incurred if an order cannot be carried out because (a) the fault complained of by the customer could not be reproduced when our technician arrived or could not be detected in accordance with the rules of technology; (b) the customer culpably misses an agreed service appointment (e.g. does not grant access); or (c) the order was withdrawn by the customer during execution.

6.4 The customer must inspect the work or the repaired item upon acceptance or completion and report any obvious defects in writing without delay, at the latest within 7 calendar days. If a defect becomes apparent later, it must be reported immediately after discovery. If the customer fails to report the defect in good time, the service shall be deemed to have been approved and warranty rights shall be excluded (§§ 377, 381 HGB).

6.5 In the event of justified complaints, we shall, at our discretion, either repair or replace the item (subsequent performance). We must be given the necessary time and opportunity to do so. If the subsequent performance fails or is unreasonable for the customer, the customer may demand a reduction in price or withdraw from the contract in accordance with the statutory provisions. However, withdrawal is excluded if the defect is minor and hardly affects the use of the work.

6.6 Claims for defects shall not exist if the deviation from the agreed quality is only minor and insignificant for the usability, if there is natural wear and tear, or if there is damage resulting from improper or excessive use, unsuitable operating materials, defective construction work by the customer, unsuitable building ground or due to special external

influences that were not assumed under the contract. The same applies to software errors that cannot be reproduced by the customer. If changes or repair work are carried out on the work/repair item by the customer or by third parties without our prior consent, the claims for defects shall lapse in this respect, unless the customer proves that the intervention was not the cause of the reported defect.

7. Liability for material defects (warranty)

This section applies to material defects and defects of title in delivered goods and, where applicable, in work performed.

7.1 Unless otherwise agreed, the limitation period for claims for material defects is 12 months from delivery of the goods or acceptance of the work. This does not apply to cases in which the law prescribes longer periods, in particular buildings or items that have been used for a building in accordance with their normal use and have caused its defectiveness (Section 438 (1) No. 2 BGB for goods; Section 634a (1) No. 2 BGB for works). In these cases, the statutory limitation period of 5 years from acceptance of the building applies. Longer statutory periods under the Product Liability Act also remain unaffected.

7.2 In the event of a material defect, we shall initially be obliged, at our discretion, to provide subsequent performance, i.e. to remedy the defect or to deliver a defect-free item. Replaced parts shall become our property. If we provide a replacement delivery, the customer shall be obliged to return the defective item to us.

7.3 We shall bear any expenses necessary for the purpose of subsequent performance (transport, travel, labour and material costs), provided that these are not increased by the fact that the delivery item has subsequently been moved to a location other than the contractually agreed place of performance. In the latter case, the customer shall bear the additional costs.

7.4 The customer must inspect our deliveries immediately upon receipt in the ordinary course of business and notify us immediately in writing of any recognisable defects (within 7 days at the latest). Hidden defects must also be reported immediately after discovery. If the customer fails to report defects in good time, the delivered goods shall be deemed to have been approved (Sections 377, 381 HGB (German Commercial Code)), and warranty rights shall be excluded.

7.5 Recourse claims by the customer in accordance with Section 478 BGB (entrepreneurial recourse) shall only exist if the customer has not made any agreements with its customer that go beyond the statutory claims for defects. The scope of the recourse claim is governed by Section 478 (2) BGB, whereby in the event of a justified recourse claim, we shall only be liable to the same extent as the customer was liable to its customer.

7.6 In the case of delivery of software or other items to which third-party property rights (patents, copyrights, etc.) apply, we shall be liable for legal defects in accordance with the statutory provisions. The customer must inform us immediately if claims are asserted against him for possible infringements of rights.

7.7 The above provisions shall not affect any claims for damages due to defects – such claims shall be governed by Section 8 (Liability).

8. Liability (limitations of liability for damages)

8.1 Regardless of the nature of the claim (contractual or non-contractual), we shall be liable for damages in cases of intent and gross negligence without limitation in accordance with the statutory provisions. In cases of simple (slight) negligence, we shall only be liable on the merits if an essential contractual obligation (cardinal obligation) has been breached. Essential contractual obligations are those whose fulfilment characterises the contract and on which the customer relies and may rely (in particular, timely delivery of a defect-free item that is essential for the purpose of the contract). In these cases (breach of an essential obligation through slight negligence), however, our liability is limited to the amount of damage typically foreseeable for this type of contract.

8.2 In all other cases of simple negligence, we shall not be liable; this applies, for example, to slightly negligent breaches of duty that do not concern cardinal obligations.

8.3 Insofar as our liability is excluded or limited, this also applies to the personal liability of our organs, legal representatives, employees and vicarious agents.

8.4 The above exclusions and limitations of liability shall not apply if we have given a

guarantee of quality or have fraudulently concealed a defect. Claims under the Product Liability Act and all damages resulting from injury to life, limb or health shall also remain unaffected. In these cases, we shall be liable in accordance with the statutory provisions.

8.5 In the event of damage, the customer is obliged to take appropriate measures to mitigate the damage. In particular, they must, as far as possible, ensure the safety and rescue of the items handed over to us and follow our instructions for troubleshooting.

8.6 Unless otherwise specified above, the customer's claims for damages due to slightly negligent breach of duty shall become time-barred within 12 months from the start of the statutory limitation period. This does not apply to claims under the Product Liability Act or due to injury to life, limb or health, as well as in cases of intent and gross negligence – in this respect, the statutory limitation periods shall apply.

9. Retention of title and security rights

9.1 We retain title to the delivered goods until the purchase price and all outstanding claims arising from the business relationship with the customer at the time of delivery have been paid in full. In the case of work performance and repairs, we retain title to installed spare parts and assemblies until full payment has been made.

9.2 If our reserved goods are processed by the customer into a new item or combined or mixed with another item, we shall acquire co-ownership of the new item in proportion to the invoice value of our goods to the value of the other items. If the other item is to be regarded as the main item, the customer shall transfer co-ownership to us on a pro rata basis, insofar as the main item belongs to him. Otherwise, the same retention rights apply to the new item as to the original goods subject to retention of title.

9.3 The customer is entitled to resell the delivered goods in the ordinary course of business, provided that he is not in default. Pledging or transfer by way of security of the goods subject to retention of title is not permitted. Assignment of claims: The customer hereby assigns to us in full, by way of security, any claims against the purchaser arising from the resale. We hereby accept this assignment. If the customer sells the goods subject to retention of title after processing, combining or installing them together with other goods, the assignment of the purchase price claim shall be deemed to have been agreed in proportion to the invoice value of our goods in relation to the other goods sold. The same applies to the installation of the goods subject to retention of title in a building or facility for the benefit of a third party: the customer's claim against the third party shall be assigned to us in advance in the amount of the invoice value of our service.

9.4 The customer remains authorised to collect the assigned claims as long as he meets his payment obligations to us and does not fall into financial difficulties. Duty to provide information: At our request, the customer must name the debtors of the assigned claims and provide us with all information and documents necessary for collection, as well as notify the debtors of the assignment. We are entitled to demand disclosure of the assignment to third-party debtors at any time and to request payment directly from them.

9.5 If the realisable value of the securities existing for us exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

9.6 The customer must treat the goods subject to retention of title with care and, if necessary, insure them at their own expense against the usual risks (theft, breakage, fire, water) at replacement value. Any maintenance and inspection work must be carried out in good time at the customer's own expense. If third parties access the goods subject to retention of title (e.g. through seizure), the customer shall indicate our ownership and notify us immediately in writing. Costs and damages resulting from such access shall be borne by the customer, unless the third party reimburses them.

9.7 If the customer acts in breach of contract, in particular in the event of default in payment or breach of the above obligations, we shall be entitled to withdraw from the contract and demand the return of the goods subject to retention of title. The taking back or seizure of the goods subject to retention of title by us does not constitute a withdrawal from the contract, unless the Consumer Credit Act applies. The customer must surrender the goods; we are also entitled to enter the customer's premises for this purpose if necessary.

9.8 If the customer files for insolvency proceedings or if their financial circumstances become significantly unstable, we shall be entitled to withdraw from the contract and demand the immediate return of the goods delivered or installed under retention of title.

10. Place of jurisdiction, applicable law

10.1 German law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law. German substantive law shall also apply to deliveries or services abroad, as would be the case between domestic contractual partners.

10.2 If the customer 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 and in connection with the contractual relationship is the registered office of Frigotec GmbH. However, we are also entitled to sue the customer at their general place of jurisdiction.

11. Final provisions

11.1 There are no verbal side agreements. Amendments or additions to the contract (including these General Terms and Conditions) must be made in writing, unless a stricter form is required by law.

11.2 Should any provision of this contract or these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.

++ End of the General Terms and Conditions ++