



General terms and conditions of sale and delivery

Latest version: June 2024

AHT Cooling Systems GmbH | Werksgasse 57 | A-8786 Rottenmann | Austria
p. +43 (0) 36 14 / 24 51-0 | Email: office@aht.at
LG Leoben | FN 219939 s | UID: ATU 577 63 405
Axel Scherrieble (Managing Director)
Satoshi Ito (Deputy Managing Director)
Mark Swierzy (Deputy Managing Director)

www.aht.at

Scope of application

01 _____

All our business relations, i.e. the business relations of AHT Cooling Systems GmbH with its registered office in Rottenmann and of its subsidiaries or affiliated companies (hereinafter collectively: »AHT«), with our customers (hereinafter: »Customer« or »Customers«), including, without limitation, quotations, orders, inquiries, order confirmations, call-offs or agreements in respect of our goods (hereinafter: »Goods«) and, by analogy, the provision of services shall only be governed by the following terms and conditions of sale and delivery (hereinafter: Terms), unless our subsidiaries or affiliated companies use their own terms and conditions and unless these Terms are amended by an express written agreement between us and the Customer. These Terms shall also apply to all past and future quotations, orders, inquiries, order confirmations, call-offs or agreements in respect of our Goods, even if these Terms are not separately agreed between us and the Customer

02 _____

We expressly do not accept any terms and conditions of the Customer that are inconsistent with these Terms; we will not be bound by any terms and conditions of our Customers that are inconsistent with these Terms, even if we have not objected to such terms and conditions and/or if we have not repeated our objection to such terms and conditions in the course of continuing business relations.

03 _____

All oral promises, side-agreements or the like, including, but not limited to, such promises, side-agreements or the like made by our employees or vicarious agents, which differ from these Terms or from our other written declarations shall not be binding upon us. We may correct any errors in our selling prospectuses, price lists, quotation documents or other documentation caused by mistake without making us liable for any damage resulting from such errors, notwithstanding any other provisions of these Terms.

04 _____

These Terms shall be applicable only to businesses.

Orders and quotations

05 _____

If the Customer submits to us orders, these shall be binding upon our Customer; however, any orders and all other agreements shall be deemed accepted by us only if we or our expressly authorised representatives/ agents accept these in writing within 21 days of receipt of an order. Any orders placed by fax or facsimile shall also satisfy this written form requirement, whereas any order placed by our Customers by email shall be followed by an identical written order letter from the Customer and has to be accepted by us in writing.

06 _____

The Customer shall be responsible for the accuracy of an order and the Customer shall ensure that we receive all necessary information about the Goods ordered not later than within seven days so we can execute orders in compliance with the agreement. The Customer may withdraw from an agreement only as long as we have not started production of the Goods ordered; we shall be indemnified for all losses we may incur in this respect.

07 _____

If we manufacture or otherwise process the Goods and the Customer has provided specifications for this purpose, the Customer shall indemnify and hold us harmless for and against any loss, damage, claim, cost or other expenses if the contractual manufacture or processing of the Goods based on the Customer's specifications proves or proved to constitute a violation of a patent, a copyright, a trademark or any other property right of a third party. Notwithstanding the foregoing, we reserve the right to modify descriptions of our Goods in respect of the Customer's specifications insofar as statutory requirements have to be considered and to the extent such modification will not deteriorate the quality and usability of the order.

08 _____

Our own quotations are without engagement and nonbinding; any contracts and other agreements, in particular if these differ from these Terms, shall become binding only upon our written confirmation subject to the above provisions of these Terms.

09 _____

In addition, we may modify and improve the Goods without informing the Customer in advance, provided that such modification or improvement will not sustainably affect or deteriorate the form or function of the Goods.

Purchase price and terms of payment

10 _____

The purchase prices we disclose to the Customer and/or the purchase prices of our price lists, as amended on the order date, exclusive of costs of packaging, insurance, payment transactions, loading, and transport/delivery, shall be generally applicable. We may reasonably increase our purchase prices after submission of a quotation if there has been a change in raw materials or supplies, wages and salaries or public duties, among other things.

11 _____

Unless otherwise stated in our quotation or in our price lists or unless otherwise agreed in writing between us and the Customer, all of our mentioned purchase prices are »ex works« subject to Incoterms 2010.

12 _____

Our purchase prices are exclusive of VAT, with VAT being payable by the Customer, if applicable.

13 _____

Unless otherwise agreed, the purchase price shall be due and payable not later than within 30 days of the invoice date without any deduction.

14 _____

Payments by our Customers shall be made only to us and in the agreed currency by bank transfer; we do not acknowledge payment by note as fulfilment of the Customer's payment obligation. Our commercial agents and any other authorised representatives may not accept any payment from the Customers, except by virtue of a special written authorisation.

15 _____

If the Customer and we have agreed on the opening of a documentary credit, the Customer shall open an irrevocable, confirmed letter of credit with a first-class bank. The letter of credit shall be opened in agreement with the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600.

All costs arising in connection with the letter of credit, including the opening of the letter of credit, shall be borne by the Customer.

16 _____

If the Customer does not satisfy his payment obligation on the due date (late payment) or if we become aware that our Customer has financial difficulties, we – without waiving any other rights and claims and taking into account Section 25 of these Terms – may at our choice:

_demand immediate payment of our outstanding claims and discontinue any further delivery of our Goods (accelerated payment); and/or

_withdraw from all agreements with the Customer not yet performed regardless of any prior agreements to the contrary; and/or

_retain and/or set off with our claims any advance payments we may have received; and/or

_cancel agreements with our Customer and/or interrupt any further deliveries to our Customer; and/or

_charge to the Customer default interest provided for by law on the owing amount and / or the purchase price as well as costs and expenses incurred due to reminders or collection measures pending final and full payment.

17 _____

The Customer may not withhold payments for any reason whatsoever; any set-off with counterclaims shall therefore require an express agreement.

Packaging and delivery

18 _____

Our Goods are packed in a customary manner; any related costs shall be borne by the Customer subject to these Terms

19 _____

Our Goods shall be deemed delivered upon delivery of the same to the Customer at our business premises during regular business hours, to the forwarding agent or carrier and/or once we have notified the Customer that our Goods are ready for collection. Any delivery periods that may have been agreed shall be legally non-binding. In addition, the delivery of our Goods shall be subject to timely and correct deliveries by our upstream suppliers.

20 _____

If we and the Customer agreed on delivery of our Goods to a place other than the place agreed according to the above paragraphs of these Terms, the relevant delivery dates shall be non-binding and any detriment arising from exceeding the delivery period shall be irrelevant; in this context, the customer expressly waives to assert against us any claims arising from any covering purchase. For the avoidance of doubt, we are responsible for selecting a forwarding agent and/or carrier and any freight costs and costs of insurance of the shipment as well as any transport damage shall be at the Customer's expense («ex works» subject to Incoterms 2010).

21 _____

We are not responsible for any events of force majeure and such events entitle us to extend any delivery periods that may have been agreed, any claims for damages of the Customer excluded, and to withdraw from agreements reached with our Customer. Events of force majeure include, but are not limited to, a business

standstill/interruption not prompted by us, strikes or lock-outs at our plants, orders issued by national authorities and/or difficulties to supply our plants with electricity and/or raw materials and fuels.

22 _____

If our Customer is in default with acceptance, the obligation to correct the purchase price subject to these Terms still applies; in such cases, we may, without limitation, procure that the Goods be stored at the Customer's risk and expense and purchase adequate insurance of the Goods at our Customer's cost and expense

Passing of the risk

23 _____

The risk of any damage to or loss of the Goods shall pass to our Customer as follows:

- _If the Goods are not delivered at our business premises, upon delivery to the forwarding agent and/or carrier or, if the Customer is in default of acceptance, at the point in time when we offer delivery;
- _If the Goods are delivered at our business premises (i.e. »ex works« subject to Incoterms 2010), at the point in time when we inform the Customer that the Goods are ready for collection.

Retention of title

24 _____

Irrespective of the delivery and the passing of the risk or any other provisions of these Terms, title to our Goods shall transfer to the Customer only upon full payment of the purchase price (hereinafter: »Conditional Goods«). In addition, we may repurchase, collect from the Customer, sell or otherwise dispose of the (Conditional) Goods pending full payment of the purchase price.

25 _____

If the Customer is in default of payment, the Customer, subject to Section 16 of these Terms, shall at our request hold the Conditional Goods in trust on our behalf and keep them separated from his property and the property of third parties and/or properly store, secure and insure the Conditional Goods, mark the Conditional Goods as our property and, at our request, provide proof thereof (also toward third parties). If the Customer fails to insure the Conditional Goods and to provide documentary evidence in this context, we may insure the Conditional Goods at the Customer's cost and expense.

26 _____

Pending full payment our Customer may use and/or resell the Conditional Goods in the course of ordinary business, but the Customer shall hold any compensation (including any insurance payments) on our behalf and separated from his own property and/or the property of third parties in the extent such retention of title is valid under the applicable national law. In this case, the Customer assigns to us upon conclusion of a contract all his claims against his customers along with all ancillary rights, but Customer shall be entitled to recovery as long as he is not in default toward us. We are entitled to inform the Customer's customers of the assignment and/or to request the Customer to record the assignment in his books and records. In addition, we shall receive, at our request, all documents and information that may be necessary to assert our rights. If an invoice amount so assigned is nevertheless received by a third party, the Customer shall reclaim such amount from the third party and deliver it to us.

27

If Conditional Goods and/or Goods of the Customer or of third parties are processed and/or if the Conditional Goods/Goods were processed with parts to which we do not have title, we will obtain joint title in the extent such retention of title is valid under the applicable national law. The same shall apply if Conditional Goods/Goods are combined with goods of the Customer or of third parties; any goods so processed shall constitute Conditional Goods as defined in these Terms.

28

If Conditional Goods are attached or if third parties otherwise interfere with Conditional Goods, the Customer shall give immediate notice and inform the third party of the retention of title; where the Customer does not comply with these obligations, he shall be liable for any loss suffered in the extent such retention of title is valid under the applicable national law.

29

If insolvency proceedings have been initiated against the Customer, we may assert our rights of separation in respect of the Conditional Goods to the extent permitted by law; if our rights of separation cannot be satisfied, the Customer will not dispose of the Conditional Goods and of payments received from a resale of such Conditional Goods; the Customer will rather deposit such payments into a separate bank account of which the Customer shall provide information to us at any time.

Warranty and exclusion of liability

30

Unless otherwise agreed in writing with the Customer, the warranty period for our Goods is six months, calculated from the day on which the risk passes to the Customer subject to these Terms. The same period shall apply to spare parts for our Goods, unless otherwise agreed in writing with the Customer and unless such Goods are subject to wear and tear; we do not issue any independent warranty for components that have been built into our Goods in the course of repair, if any. In addition, we are responsible for parts of our Goods which we have purchased from upstream suppliers only within the scope of our warranty claims against the respective upstream supplier.

31

We do not accept any responsibility and do not warrant that the Goods are fit for a certain purpose. Warranty for our Goods shall not cover any product defects which arise due to inaccurate installation or use, misuse, negligence or other reasons on the part of the Customer or of third parties. In addition, we do not accept any warranty for any malfunctioning of or damage to our Goods which resulted from, but is not limited to, the following reasons:

- _Inadequate or improper use and/or negligent handling of the Goods by the Customer and/or third parties;
- _Inaccurate assembly and/or initial operation of the Goods by the Customer and/or third parties;
- _Improper work at our Goods by the Customer and/or by third parties;
- _Defects of inlet and outlet ducts at the Customer's place and other services and materials provided;
- _Non-compliance with agreed and/or normal operating conditions or omitted instructions by the Customer pursuant to Sections 6 and/or 7 of these Terms;

- _Non-compliance with the operating instructions or prescribed operating data or failure by the Customer and/or by third parties to carry out maintenance as provided in the operating instructions;
- _Use of unfit equipment by the Customer and/or by third parties

32 _____

The Customer shall inspect the Goods as to their completeness, correctness and other defect-free condition immediately upon receipt and promptly notify us of any complaint by written notice; otherwise the Customer shall lose all rights under warranty.

33 _____

If we acknowledge a defect, we may at our choice take the Goods back at the (agreed) purchase price, repair the defect or deliver a substitute against return of the Goods; for the avoidance of doubt, the Customer shall not have any other claims against us. If a defect occurs, the Customer may not withdraw from the agreement made with us.

34 _____

In addition, our disclaimer of liability includes, but is not limited to, the following events:

- _Defects of the Goods which are based on a description of goods or specification by the Customer;
- _Defective condition of the Goods if the Customer has not paid by the due date the purchase price payable subject to these Terms;
- _Parts, materials or other equipment manufactured by the Customer or on the Customer's behalf and/or provided to us for the manufacture and/or processing of the Goods;
- _Admissible use of the Goods according to the laws (e.g. statutes, regulations, guidelines, standards, etc.) of the countries to which the Goods are delivered and in which the Goods are used;
- _Any loss of refrigerated/frozen goods.

Disposal and cost of disposal

35 _____

The disposal of goods and the disposal of the packaging of these goods are not included in the price in accordance with these GSDC. The customer is personally responsible for the disposal and any other related statutory obligations as well as for covering the associated costs.

Confidentiality

36 _____

All of our selling documents, specifications, quotation documents and price lists shall be kept strictly confidential by the Customer and may not be made available to third parties, except with our prior written consent. The same shall apply to these Terms if we have not published these ourselves.

Data protection

37 _____

The customer has read the Privacy Policy and expressly agrees that AHT may process

- _Data entered into the fillable data fields when using the "eServices" online service;
 - _Personal data otherwise disclosed by the customer in the course of the initiation, processing and fulfilment of the contract as well as for the further maintenance of the contractual relationship; and
 - _Additional data to verify the customer's authority and economic and technical capability (also by obtaining creditworthiness information, company register extracts, trade register extracts from authorised credit agencies, creditor protection associations and operators of public registers as well as clearance certificates from the tax office and the responsible social insurance carriers)
- for purposes of contract initiation, processing and fulfilment.

38 _____

By using the "eServices" online service, the customer expressly consents, with regard to data entered by the customer, that the data referred to in section 38, as well as additional data that is disclosed during the course of the contractual relationship, may be processed by AHT for purposes beyond the fulfilment of the contract with the consent of the customer.

39 _____

The processing of personal data may also include sharing data with AHT partners that maintain a branch in a country that is not within the European Union. AHT will ensure for such third parties outside the Union that personal data is collected, processed or used by third parties only in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, that an adequate level of protection exists or that a contractual agreement with standard data protection clauses is concluded.

40 _____

The customer is entitled to withdraw this consent at any time, however this does not affect the lawfulness of personal data processed prior to the customer's withdrawal of consent.

Final provisions

41 _____

The Customer expressly agrees that any information which we are /become aware of from our business dealings with him and which is necessary to handle our business relationship be saved and processed on automated data processing devices.

42 _____

These Terms shall replace all other agreements which we have previously reached with the Customer, whether in writing or orally, and which shall become invalid upon agreement of these Terms.

43 _____

Customer shall comply with all applicable laws, rules and regulations when conducting business with AHT. Customers of AHT must not engage directly or indirectly in any form of bribery or make or accept any facilitation payments while conducting business with AHT or on AHT's behalf.

44 _____

If individual provisions of these Terms are or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of these Terms. Such provision shall be replaced by an appropriate valid provision which closest reflects the purpose of these Terms.

45 _____

The law applicable at the place of our registered office shall apply, without giving effect to the conflict of law rules of international private law and the UN Sales Convention.

46 _____

All disputes arising from and in connection with the agreements concluded between us and the Customer shall be exclusively referred to the court having subject-matter and local jurisdiction at the place of our registered office. However, we reserve the right to take legal action against the Customer at any other venue provided by law.