

General Terms and Conditions HeatLab e.U.

1. GENERAL

The following conditions apply, if not expressly agreed otherwise in writing, for all current and future offers, acceptances, confirmations, deliveries and services. Deviating or verbal agreements are only valid if they have been made in writing and are confirmed by HeatLab e.U.. No rights can be derived from typographical errors and other mistakes. The information on weights, dimensions, colours, prices, services and similar specifications contained in catalogs, brochures, circulars, advertisements, images and price lists are only approximate, they are only binding for HeatLab e.U., if they were made a condition of the order in writing when the purchase was made. The general terms and conditions of HeatLab e.U. also apply if the buyer provides his own, deviating conditions without an express objection on the part of HeatLab e.U. that they are accepted. Our offers are non-binding. A contract only comes into effect with the written order confirmation by HeatLab e.U.. However HeatLab e.U. is entitled, despite acceptance of the order, to withdraw from the delivery contract if there are justified doubts that the buyer can meet the agreed payment terms.

2. PACKAGING & TRANSPORT DAMAGE

The packaging takes place at the discretion of HeatLab e.U. with all due care. Special requests and special packaging are the responsibility of the buyer. Upon delivery, the goods must be checked immediately for completeness and damage. Any damage or shortages must be noted on the consignment note in as much detail as possible and countersigned by the deliverer. In order to safeguard any claims, the buyer must report all transport damage to us and the deliverer in writing within 4 working days. Packaging material remains with the buyer - we are not obliged to take it back.

3. SHIPPING

Dispatch is always at the risk of the buyer from the distribution warehouse. For damaged or lost goods, HeatLab e.U. is not subject to compensation. Any shipping regulations are observed. Insurance of all kinds is only carried out by arrangement and at the expense of the buyer.

4. RESERVATION OF TITLE

The goods remain the property of HeatLab e.U. until full payment of all claims due on delivery or future claims. By processing the goods with other goods belonging to the buyer, the buyer does not acquire ownership of the new item; rather, the processing is carried out by the Buyer for HeatLab e.U.. If the reserved goods are processed with other goods belonging to the seller or goods purchased with simple retention of title, HeatLab e.U. acquires sole ownership of the processed product. If the reserved goods are processed with other goods also purchased under extended reservation of title, HeatLab e.U. acquires co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other processed goods. In the event of the resale of the goods subject to retention of title, the buyer hereby assigns any future purchase price claims to HeatLab e.U. against his customers. And he undertakes to provide all invoices for the goods subject to retention of title with an assignment note, which clearly shows that payments with debt-discharging effect can only be made to HeatLab e.U.. The buyer undertakes to notify HeatLab e.U. immediately of any third party access to the reserved goods.

5. DELIVERY TERMS

The specified delivery times are non-binding and should only be regarded as approximate. They only begin after all technical and commercial delivery issues have been clarified. In the absence of special agreements, HeatLab e.U. is also entitled to partial deliveries. Unforeseeable obstacles of any kind (also on the part of our suppliers), cases of force majeure and other circumstances for which we are not responsible entitle HeatLab e.U. to postpone the delivery or service deadlines appropriately or to withdraw from the delivery at all. If the hindrance lasts more than 2 months or if the deadline is not met for reasons other than those mentioned, the contractual partner is entitled to withdraw

from the affected deliveries or services by setting a reasonable grace period in writing, which must be at least 14 working days. Claims for damages due to late, non-existent or only partial delivery are excluded.

6. PRICES

All prices quoted by HeatLab e.U. are ex distribution warehouse. Unless otherwise agreed, those prices will be charged that are valid on the day of delivery. The statutory value added tax is charged separately. In the case of contracts with an agreed delivery time of more than 3 months, we reserve the right to increase the prices in accordance with the cost increases that have occurred due to increases in wages or materials.

7. PAYMENT

Unless otherwise agreed in writing, our invoices are due within 14 days of the invoice date without any deduction. A payment has only been made at the time we have received it (obligation to provide). In special cases, HeatLab e.U., when accepting the order, is entitled to request a deposit corresponding to the scope of the order or to deliver it against prepayment. Any expenses incurred from payment transactions are borne by the buyer. The buyer waives the right to offset. Duly reported defects (see section 9) only entitle the buyer to withhold the purchase price to the extent of the decrease in value caused by the defect. Any further right of retention is excluded.

8. DEFAULT IN PAYMENT

If the payment term is exceeded, HeatLab e.U. charges interest on arrears, which is 2 % above the current account interest rate. In addition, HeatLab e.U. charges those costs that accrue from reminders, out-of-court collection of the claim, registration or participation in bankruptcy, compensation or compulsory compensation proceedings.

9. WARRANTY

Warranty claims must be asserted in writing immediately after they have been established, but no later than 4 working days after receipt of the shipment. The buyer's warranty claims are limited to the fact that HeatLab e.U. can exempt from the claims for cancellation of the contract or for a reasonable price reduction by exchanging the defective item for a defect-free item within a reasonable period of time after notification. The warranty claim expires at the latest one month after it has been rejected by HeatLab e.U.. All further claims for compensation and compensation claims, in particular compensation for consequential damage, are generally excluded.

10. RETURNS OF GOODS

The buyer is not entitled to the return of the properly delivered goods by HeatLab e.U..

11. PLACE OF JURISDICTION

Wels is the place of fulfillment and place of jurisdiction for all rights and obligations arising from the transactions; Austrian law applies exclusively; this also applies to the interpretation of these general terms and conditions.

Valid from 01.06.2020