

# GENERAL TERMS AND CONDITIONS FOR TEGA

Version: 25/02/2019

These General Terms and Conditions apply to an unlimited extent and exclusively for all deliveries, services and offers provided by TEGA, even if TEGA accepts orders unconditionally with the knowledge of the terms and conditions of the customer and supplies and renders services. Contradictory, deviating or additional terms and conditions of the customers do not apply, regardless of whether these relate to the scope of orders, order confirmations, specifications or similar documents, and are only and exclusively acknowledged by TEGA if TEGA expressly agrees to their validity in writing. These TEGA terms and conditions also apply for all future business transactions with the client.

## I. Offers

- Offers are non-binding and, unless explicitly stated, do not include delivery and assembly.
- Offers are carried out completely, only the written specifications apply.

## II. Placing of Orders/Prices

- The order is considered accepted with the order confirmation, delivery or assembly.
- Prices are binding for 4 months after the closing of the contract (this price obligation does not apply for repeat supply and the delivery of refrigerants). After this, the prices may be increased by TEGA in accordance with increases in cost, particularly due to tariff changes or increased material prices. If prices are increased by more than 5 %, the customer is entitled to cancel the order. For gas deliveries, daily rates will be charged.
- All prices are net prices in euro from the point of delivery, excluding packaging; tank gas prices are prices with a free point of delivery (if delivered within the framework of a tour determined by TEGA). All gas deliveries are subject to an additional ADR, GGV S surcharge [Ordinance on the Transport of Dangerous Goods by Road]. The legal VAT due is listed separately. In the event of credit deliveries, the billing has a minimum value of € 125.

## III. Conditions of Payment

- Gas invoices, installation services and repairs are payable immediately without deduction, other goods deliveries within 10 days of the invoice date with 2 % reduction or net until the 30th day. If partial payments are agreed and the customer is in arrears with a rate longer than 14 days, the agreed price becomes payable immediately.
- Payment by exchange, cheque or acceptances is subject to prior agreement. Exchange, cheque and acceptances are only ever accepted for the purpose of payment.
- If TEGA becomes aware of an existing insolvency or a material adverse change of the customer, TEGA has the right to demand immediate payment of all open invoices, even those which are not due. The customer is obliged to pay in advance for deliveries which have not yet been carried out.
- Set-off by the customer is only permissible if the counterclaims have been deemed lawful, uncontested or recognised by TEGA.

## IV. Delivery Time

- Delivery, installation and repair time specifications are approximate and non-binding. Agreed delivery periods only begin with the complete handover of the required planning and technical documents by the customer - if these are necessary.
- If TEGA is delayed for reasons within their responsibility, the compensation obligation in the event of minor negligence is limited to 50 % of the foreseeable damage.

## V. Risk Assumption

- If the customer is picking up the goods themselves or having them picked up on their behalf, the risk is passed over upon handover from the ramp at the point of delivery. When picking up the goods themselves or having the goods transported by a company on their behalf, the customer alone is responsible for ensuring that loading and unloading is operational and secure for transportation. If TEGA participates in this, this takes place on behalf of and at the risk of the customer. If the goods are delivered by or on behalf of TEGA, the risk is passed over when the goods are handed over or decanted into the pressurised gas container specified by the customer. Concrete responsibility must be determined for damages which arise during handover; otherwise, a proportionate share is due.

## VI. Costs for Orders which cannot be / are not fulfilled

- In the case of an order which cannot be fulfilled, the workload which can be proven and has occurred is invoiced if \*the rejected error cannot be determined in spite of thorough troubleshooting, \*a replacement part can no longer be procured, \*the customer was not present at the agreed appointment time, \*the order is later withdrawn.

## VII. Warranty, Liability

- Obvious faults must be reported in writing by the traders without delay within one week of receipt of delivery. After this point, and in the case of further sale by the customer before the week has expired, the goods are deemed accepted.
- If complaints are recognised, the goods shall be returned and replacements delivered or the original goods rectified, as chosen by TEGA. TEGA is entitled to replace/rectify at least once.
- If TEGA is not prepared to or not capable of removing faults/supplying replacements or delays this for reasons that TEGA is responsible for, beyond appropriate time-periods, or fails at removing faults/supplying replacements in any way, the customer is entitled, by their own choice, to withdraw from the contract or demand a corresponding reduction of the purchase price.
- The legal warranty periods apply from the handover of risk or the acceptance of the work. In the case of installations/connection however, the legal warranty periods apply for movable objects.
- Unless something else arises from these general terms and conditions, TEGA is responsible for any violation of

contractual and non-contractual obligations in accordance with legal requirements.

- TEGA is liable – for whichever legal reason – without limitation for damage compensation for damages which are based on an intentional or grossly negligent violation of obligations by TEGA or by one of their legal representatives or agents.

- In the case of a simple or slightly negligent violation of obligation by TEGA or one of their legal representatives or agents, TEGA is only liable:

7 a) – however to an unlimited extent – for damages based on the loss of life, physical injury or damage to health;

7 b) for damages resulting from the violation of essential contractual obligations. Essential contractual obligations are such obligations, without which it would be impossible to properly execute the contract and the compliance with which the customer regularly trusts and may trust. In this case however, the liability of TEGA is limited proportionately to contractually typical damage which is foreseen at the closing of the contract.

- The above liability limitations do not apply if TEGA has maliciously concealed a fault, has assumed a warranty for the procurement of the goods or assumed a procurement risk. Any compelling legal liability, particularly those in the product liability law, shall also remain unaffected by this.

- If the liability of TEGA is excluded or limited in accordance with the above rules, this also applies to the personal liability of the organs, legal representatives, employees, workers and agents of TEGA.

## VIII. Withdrawal from the Contract by the Customer

- If TEGA does not fulfil its contractual obligations or does not fulfil them in a timely manner, the customer can then also withdraw from the contract after setting an appropriate deadline, if TEGA is prevented from carrying out the service through no fault of its own.

- If the hindrance to the service is not the fault of TEGA, claims to compensation due to non-fulfilment and delay compensation are excluded.

- If the contract is dissolved by the customer prematurely for other reasons, TEGA is entitled to damage compensation to the sum of 20 % of the order value, unless TEGA can prove a higher level of damage, or the customer a lower one.

## IX. Withdrawal from the Contract by TEGA

- In the event of a hindrance of service caused by no fault, as listed under clause VIII./1.), TEGA reserves the right to withdraw from the contract if the maintenance of the contract represents an undue hardship for TEGA.

## X. Retention of Ownership

- TEGA reserves the right to retain ownership of the delivered goods until the complete payment of all claims owing resulting from the business connection with the customer has been made, for whatever legal reason.

- TEGA reserves the full right of disposal and is entitled to take back the goods at any time if full payment of the claim by the customer seems at risk.

- If the right of ownership has expired due to the delivered goods being installed at the customer's premises, the customer grants TEGA the right to uninstall and remove the installed objects. For the fulfilment of the purpose stated above, the customer is obliged to grant contractors of TEGA free access to the grounds or premises.

- A credit note for reclaimed goods is issued at the resale value minus the costs incurred and advertising costs arising from re-housing the goods.

- The customer is entitled to re-sell the delivered goods within the framework of proper business operations. As security, the customer shall transfer to TEGA all claims due to it equal to the payment obligations demanded. TEGA is entitled to inform the purchaser of the customer about the assignment of the claim and to seize this where it appears to be required.

- Access of third parties to the goods delivered of which ownership is retained by TEGA or to the assigned claims must be communicated to TEGA without delay. The amounts recovered from the customer in view of the assigned claims must be passed on to TEGA without delay. Mortgaging or chattel mortgaging the goods placed under retention of ownership are not permitted.

- TEGA undertakes to release securities due to it upon the request of the customer to the extent that the value of the securities exceeds the claims to be secured by more than 20 %; the choice of securities to be released is within TEGA's scope of responsibility.

## XI. Data Protection

- TEGA is entitled to store, process and transmit internal data of goods and payment transactions with the customer in compliance with the Federal Data Protection Act.

## XII. Place of Fulfilment and Place of Jurisdiction

- The place of fulfilment is the company headquarters of TEGA, provided nothing else arises from the order confirmation or the offer. This does not apply to orders which can only be carried out at the premises of the customer or at a place specified by them.

- The place of jurisdiction for registered traders is the company headquarters of TEGA. However, TEGA is also

entitled to sue the customer at the court local to their place of residence or work.

- TEGA shall not participate in dispute settlement proceedings before a consumer arbitration board in accordance with the law on consumer dispute settlement (VSBG).

Special provisions, information:

## XIII. Transportation and Handling of Gases, Containers and Pallets

- The customer shall ensure the unobstructed access for max. 40 t vehicles to the filling or delivery location.
- The customer must observe the standard regulations for handling gases, in particular the provisions about safety at work and accident protection, as well as the state of technology.

## XIV. TEGA LPG Containers and Pallets

- Hired containers, returnable containers or deposit containers and pallets remain the property of TEGA. They may only be filled by TEGA or by companies contracted by TEGA and only used for the storage of TEGA gases.
- The pressurised gas containers and pallets given to the customer from TEGA must be returned to the point of delivery by the customer empty without delay at their own costs and risks. The return is considered effective when a receipt is produced within business hours.

- For cylinders and pallets which are used by the customer for longer than 30 days for refrigerants and special gases or longer than 3 months for LPG, the rental cost is calculated from the respective following day. The customer is liable for the procurement value of any lost or damaged pressurised gas containers or pallets; a paid (full) deposit is charged as compensation. The customer does not have a right of retention for the containers or pallets. If the customer retains deposit cylinders for longer than 5 years, TEGA is not obligated to accept these as returns for reasons of operational safety. The deposit amount is then kept by TEGA.
- Objections against proven container/pallet stock billed on a monthly basis or container account statements must be raised within 4 weeks, otherwise the proven stock is deemed to be acknowledged.

## XV. Customer LPG containers

- The customer's own containers shall only be filled once proof of ownership is provided. As well as gas supply or filling, the customer order covers all necessary approved inspection agency inspections or necessary repairs which must be carried out in accordance with the applicable regulations before filling. All systems or system parts filled with LPG, refrigerants or special gases must be inspected and approved for supply by an expert before initial operation as well as after any expansion and modification in accordance with the legal requirements and directives at the current state of technology. Unauthorised modifications to safety features made by the customer entitle TEGA to discontinue the gas deliveries and to decommission the system. This does not trigger any claims or rights that the customer may raise against TEGA.

## XVI. Labour Services/Assembly

- Assembly work, travel costs and material work are calculated according to expense at TEGA's rates of cost, unless something else has been agreed in writing. All preparatory construction work must be sufficiently far advanced that TEGA's personnel can work without loss of time. For work lasting several days, a suitable, lockable room must be made available for the storage of materials, machinery and tools. TEGA is not liable for damage and its consequences which arise through third parties making changes or causing damage to the installation work carried out.

## XVII. Returns

- For gas returns, the customer is charged the freight and labour costs as well as a fixed processing fee separately. Gas returns taking place on account of fulfilment are not remunerated. New, unused and current appliances are accepted as returns upon the wishes of the customer within 6 months after delivery, against the reimbursement of freight and labour costs incurred by TEGA. A return surcharge of 15 % of the goods value is levied for all deliveries.

## XVIII. Note on Energy Tax Legislation

- LPG supplied by TEGA is a tax-privileged energy product. With the exception of LPG autogas, this may not be used as a fuel unless such a use is permitted in accordance with the Energy Tax Act or Energy Tax Implementing Order. Any other use as a fuel has tax and penal consequences. In the event of doubt, the customer can contact their responsible central customs office.

- Information on LPG autogas/LPG: For distribution and use as a fuel, unmixed with other mineral oils to operate combustion motors in vehicles. LPG autogas has a reduced rate of tax in accordance with Section 2 Para. 2 No. 2 of the law.