



General Terms & Conditions (T&C) of Peter Seppеле Gesellschaft m.b.H.

1. Scope

1.1 These General Terms and Conditions (hereinafter referred to in brief as T&C) apply exclusively, insofar as they have not been otherwise expressly agreed upon in writing, they also apply to all future business relations even if they have not been expressly referred to herein.

1.2. The scope covers all our offers, legal transactions and other services. They apply in particular to all orders that were not submitted on our order forms. Special agreements, supplements or modifications to these T&C must be made in writing.

1.3. If a provision in these T&C is or becomes ineffective in full or in part, the validity of the remaining provisions remains affected. In such a case, the ineffective provision must be replaced by a permissible regulation that most closely matches the contents and purpose of the invalid provision.

2. Offer and acceptance

2.1. Our offers are conditional, non-binding and subject to confirmation, provided nothing to the contrary has been agreed upon in writing. The offers are made with the provision that there may be printing errors and other mistakes.

2.2 We are not obliged to examine the respective representative authority of the signature, instead we proceed from the legality of the authority.

2.3 If our order confirmation deviates from the order/offer, then the deviating order confirmation applies and it is assumed to be approved by the customer if they do not object to it in writing immediately.

2.4 Scope of Thermofloc in Germany: You are supported by commercial agents in Germany (=Area Managers) whose activities are subject to the commercial agent law. Commercial agents may only enter into commercial transactions when selling the products of the brand name Thermofloc for the company Peter Seppеле Gesellschaft m.b.H. Bahnhofstraße 79, 9710 Feistritz/Drau, however you are not entitled to make legally binding declarations in favour or at the expense of the company Peter Seppеле Gesellschaft m.b.H.. Hence you are not entitled to directly authorise or obligate the company Peter Seppеле Gesellschaft m.b.H.. Legally binding agreements must be concluded directly with the company Peter Seppеле Gesellschaft m.b.H. This means that your orders are only legal sales contracts if they have been signed and confirmed by our internal sales staff in Austria and then sent to you.

3. Price

3.1 We are entitled to increase the agreed upon prices, in view of changes beyond our control, to the extent of these changes. This applies in particular if there are changes in labour costs that arise as a result of changes in a collective agreement or changes in fees, taxes and duties, as well as other costs relevant to our enterprise.

3.2 The accounts are calculated accordingly after the supply or service has been made. However, if an erroneous invoice amount should arise as a result of a mistake or a false declaration, then we will make a supplementary debit/credit entry to correct it.

4. Payment

4.1 Unless it has been otherwise expressly agreed upon in writing, our invoices and other demands are immediately due for payment with accounting - net, without deductions.

4.2 If the contracting party is in arrears with its payments (even if the delay in payment is not their

fault) we are entitled to charge interest rates according to §456 of the Austrian Commercial Code, UGB) starting from the due date. The contracting party is further obliged to reimburse us for the all costs incurred in connection with the collection of the accounts receivable outstanding (charges for reminders, collection charges, investigation and information charges) for every time they default in their payment.

4.3. In the event of a default in payment by the buyer, the initiation of insolvency proceedings over the assets of the buyer or it becomes known that certain circumstances, which may jeopardise the collection of monies outstanding, we reserve the right to withdraw from concluded contracts without any additional respite with regards to individual or all goods that have not been delivered yet or any services not yet provided.

4.4 Any set-off by the contracting party with counterclaims of whatever kind shall be excluded, unless the said counterclaims are undisputed or have been legally established or have been expressly recognised by us.

4.5 We are entitled to use payments received to cover any costs payable of our choice, irrespective of which invoices they are dedicated to.

4.6 We have a commercial right of retention over all items transferred to us. In the case of a default (in payment) we have the right to use these items at our discretion. This covers both the right to transfer these items into our ownership and to allocate the proceeds against/settle monies due as well as the right for us, or a third party, to exploit these items at the expense of the debtor and to collect/account for/ the resulting proceeds.

5. Warranty, compensation

The following applies subject to the application of mandatory legal provisions:

5.1 The buyer is obliged to examine and inform us in writing of any defects in the services provided within 5 days starting from the date the service was rendered and they must specify exactly what the defect is, otherwise any guarantee, compensation and other claims by the contracting party will no longer be valid. The customer has to provide evidence for the defect of the goods at the time of the delivery.

5.2 We are entitled to rectify any defect by improving or exchanging the goods, whichever we deem most applicable, within an appropriate period. Requests for a reduction in price is excluded in this case. If we choose to rectify the defect, this does not extend the period of warranty.

5.3 We are not liable for damages that are the result of actions of a third party or any chemical and/or physical influences. The guarantee does not include natural wear and tear.

5.4 Our warranty is no longer valid if the customer chooses to rectify the fault themselves.

5.5 The limitation period for the legal assertion of defects in mobile parts amounts to 6 months starting from the date of delivery.

5.6 Liability for our own faults, and even those of our vicarious agents (carriers and the like), is completely excluded with the exception of cases of gross negligence. Our liability is limited in accordance with the Product Liability Act, in particular for the rights of recourse of our contracting parties.

5.7 We are to be held completely free from any damage liability for any violation or breach of contract to these T&C and we are entitled to the compensation of all agency costs as well as any other losses. We will conduct any possible proceedings at the expense of the contracting party/customer/customer with the solicitors of our choice.

6. Force majeure and other obstacles to performance

6.1 In cases of force majeure we are relieved of our obligation to deliver. The same applies to all unexpected disturbances that are beyond our control such as the lack of raw materials, operational disturbances, official measures, of whatever kind, as well as the loss of prospective sources of supply.

6.2 If a case of force majeure or one of the above-mentioned circumstances occurs, in particular the complete or partial loss of our sources of supply, we are not obliged to cover the products specified in the contract with alternative sources of supply.

7. Collection/supply/delivery

7.1 The collection and/or supply is carried out either by us or a third party according to our discretion. In the case of a collection/supply by a third party, the supply is carried out on the authority of an order and at the risk of the customer without any liability for us. The customer must address its claims exclusively to the third party and settle them with them and indemnify us in all respects in this regard.

7.2. The contracting party/customer/purchaser is obliged to provide a secure and legal access and to

indemnify us and hold us free from complaints in all respects in this regard. This applies in particular for the authorisation of the access road use and the condition of the route.

7.3. If our products are collected by the customer themselves, then the transport risks are borne by the customer starting from when they leave our premises. This concerns in particular delays, transport damages and the like.

8. Retention of title

8.1. The goods remain our property until the purchase price and all the associated costs and expenses have been paid for in full. In the case where the customer is in default of part of the payment we can assert our right to collect the goods without the consent of the contracting party, whereby we must be granted access to the goods, adversely we are entitled to authorise our own access at the expense of the contracting party.

8.2 The contracting party shall be obliged to notify us immediately of any seizure or any other recourse to the goods in our ownership by a third party.

8.3 In the event where the contracting party resells the goods that are under retention of title, the reserved property extends to future proceeds and/or the agreed on purchase price from this business. In the case of such a resale, the contracting party is obliged to transfer this to their customer and report to us immediately and keep the resulting proceeds separate from the rest.

9. Applicable law, area of jurisdiction

9.1 Austrian law (formal and substantive) shall apply exclusively to all contracts between us and our customers. We expressly exclude the UN Convention on Contracts for the International Sale of Goods.

9.2 The use of § 934 of the Austrian Civil Code, ABGB is excluded.

9.3 The competent court in Klagenfurt is agreed upon as being the area of jurisdiction for all disputes resulting from or in connection with the legal transaction between us and our contracting parties.

9.4 However, we reserve the right to take legal action against the contracting party in every other area of jurisdiction, in particular at the headquarters of the contracting party.

10. WASTE MANAGEMENT: Accepted waste

10.1 We do not accept animal carcasses, only waste and other items that do not contain explosive and/or radioactive substances. We do not accept poisonous, corrosive and/or abrasive substances, exceptions to this are expressly the subject of agreement. The contracting party is responsible for the correct declaration of the waste and existing chemical substances. They have to inform us of all necessary data for its normal use and disposal and indicate any change in their composition without prompting.

10.2 The contracting party is responsible for all the losses and costs resulting from an incorrect declaration. Furthermore they also bear all the additional costs that arise from an incorrect declaration (sorting, temporary storage, manipulation, etc.).

10.3 The contracting party has to observe the regulations of the Austrian Federal Waste Management Act (Abfallwirtschaftsgesetz, AWG) and the respective national laws for waste management, as well as the other relevant laws, regulations and standards in their respectively valid version.

10.4 If there is any doubt regarding the correct marking of the waste, we are entitled to have the existing chemical substance examined. The result is then authoritative for its further treatment and accounting purposes. The costs will be debited from the client. All analyses that are submitted must be acknowledged by us in writing.

10.5. To determine the amount of waste submitted, it must be weighed on our calibrated plant scales or on the calibrated weighbridge. The result is authoritative.

10.6 The customer will bear the cost and be liable for any risk resulting from any delivery waiting time required for operational reasons, when unloading the material and delivering it to us. The arrangements of the personnel dealing with goods-in must be respected without fail.

10.7 The goods are still the property of the supplier until we have accepted/acknowledged its receipt in writing. We reserve the right to reject items of any kind without motive, in particular waste. When accepting hazardous waste, the express declaration is made with the handover to the client of a Consignment Note No. 3 bearing the authorised company signature.

10.8 We only accept scrap, which was previously checked by the transferor. The material must be free from explosives, explosion suspicious items or ionizing radiation. The transferor guarantees, that the scrap is not contaminated with the mentioned items and holds us harmless in the case of deviation.

10.9 The hourly wage rates are charged for every half hour that has started.

11. WASTE MANAGEMENT: Collection and self-delivery of waste

11.1 In the case of a collection that has been agreed upon by us, we are at liberty to decide whether to make the collection ourselves or to employ a third party to do it.

11.2 When collecting existing chemical substances, the client is obliged to hand over the completed transport and accompanying documents to the driver in accordance with the conditions of the Waste Management Act (AWG) and the relevant legislation, in particular the Waste Documentation Ordinance otherwise we are entitled to withdraw from the contract.

11.3 Additional costs for maintenance and downtime, as well as the costs of empty runs arranged by the client are to be paid for /refunded to us by the latter.

11.4 The self-delivery must correspond to all the respectively valid legal regulations (for instance the defaults in accordance with GGBG for substances covered by ADR). In this respect we are to be indemnified and held completely free of any liability. We do not accept unsuitable and/or damaged containers. We will exchange any unsuitable and/or unsealed packing for suitable packing at the expense of the client.

12. WASTE MANAGEMENT: Container service

12.1 The data concerning the size and carrying capacity of the container are only approximate values. If there are insignificant deviations from these values, this does not form the premise either for a reduction in price or other claims.

12.2 Containers for waste and recyclable material, roll-off and skip containers may not be used in the lifting operation (with cranes or other load suspension devices, etc.). This use is therefore strictly forbidden.

13. LIQUID FUELS: Supply of Diesel and Fuel oil

13.1 An approved measuring instrument is used to determine the quantity the delivered product for accounting purposes.

13.2 The buyer is liable for the correct and proper condition of the tank and/or other filler units and for the correctness of the data concerning the capacity. The buyer must inform us of relevant characteristics under exclusion of any claim in writing and indemnify us and not hold us liable in this regard.

13.3 We are not liable for certain incoming temperatures, in particular in the case of fuel oil supplies in road tankers.

14. WOOD PELLETS: Supply of wood pellets

14.1 We do not provide any guarantee for the colour, form, smell and other such product irregularities, if the product still corresponds to the quality ordered by the customer.

14.2 If the customer's plant (injection and suction nozzle, storage area, stock holding, heating system) or parts of it do not correspond to all the conceivable actual and legal requirements, then we do not provide any guarantee for the quality of the product and its characteristics.

14.3 The illustrations and data in our business documents (catalogues, brochures and so on) only contain approximate values and are not considered as the basis for a contract. They are only binding if this is expressly agreed upon in writing.

14.4 The customer is committed in particular, to switch off the heating system before the filling operation in time. Otherwise the customer is responsible for the resulting damages. How long the heating system must be switched off before the filling operation, is recorded in the boiler producers manual.

14.5 If the customer does not respect all the legal regulations and nevertheless gave the order for the filling, we are excluded from any liability, also at the time of carrying out the filling. This exclusion from liability also extends to defects and any consequential damages.

14.6 The customer is obliged to ensure that we have an unhindered access route for our tankers and to provide an accordingly suitable unloading point. The respective customer is responsible for providing the mandatory written warnings if the road is not sufficiently wide or if there are any other such obstacles. This includes the damages, which results from the fact that the unloading point could not cope with the static loads of the tanker. The customer will pay all consequential costs and expenses arising from failing to fulfil these obligations.

14.7 We are ENplus-certified. We only accept complaints referring to the fine dust, if the hosepipe

(incl. internal piping) is < 30 meters.

15. For THERMOFLOC customers:

15.1 THERMOFLOC delivery: For delivery “free truck/construction site, unloading by customer”, the customer shall ensure that vehicles used by the haulage company, with a total load of up to 40 metric tons, can be driven on the access routes up to the unloading points provided by the customer in all weathers. The customer shall carry out unloading at its own risk immediately after our vehicles arrive. The customer shall be liable for any damage caused to the goods or equipment and for any unloading delays due to defective access roads. If an access road to the construction site is not accessible or is not adequately accessible on the delivery date, the customer must take delivery of our products at a freely accessible and hard-surfaced point, even if there is a greater distance to the actual construction site. Our written consent is required if a truck with a special platform/rigging, e.g. unloading by means of a crane from above, is necessary for unloading by the customer. If this consent is not obtained, the customer will be liable to us and, in the case of unwarranted failure to take delivery of our goods, we shall be entitled to put them into storage at the customer’s expense and risk. Our liability is excluded unless the damage is due to wilful intent or gross negligence on our part.

If unloading delays occur and reloading operations for which we are not responsible become necessary, the costs thus arising will be charged to the customer.

15.2 THERMOFLOC delivery times: The standard delivery times for Austria are 5-10 working days and for all other European countries 10-15 working days. Please note that, regardless of the standard delivery times, only the delivery times that Peter Seppele Gesellschaft m.b.H. - THERMOFLOC department has confirmed with the customer in writing are valid. For consignments which have to be delivered by a certain time on a certain day, we explicitly point out that we accept no liability in the event of a delivery which is not on time (delivery delay) due to circumstances beyond our control.

15.3 For THERMOFLOC suppliers (haulage companies):

- Since our goods are produced exclusively on non-returnable pallets, we advise our haulage companies that no Euro pallets (empty pallets) can be unloaded and stored at our premises.
- We only approve purchase invoices for payment where the DELIVERY CERTIFICATE in the original or the carbon copy of the CMR note with the original stamp and signature of the consignor (= Peter Seppele Gesellschaft m.b.H.) of the relevant haulage contractor and the consignee are also provided. A copy of the delivery certificate or the CMR will not be accepted. Invoices submitted without the documents mentioned will not be posted and will be returned to the haulage company.
- The goods must be secured at least three times using belts and/or tension bars!!! Our loader will notify the truck driver on site regarding the exact loading scheme and securing of the goods.