



General Terms and Conditions of TRIENERGY and TRITEC (excluding CH), in the following simplified and jointly referred to as TRITEC

§ 1 Scope of application

1. deliveries, services and offers of TRITEC are exclusively based on the following terms and conditions of sale and delivery, which are an integral part of all contracts. All agreements made between the customer and TRITEC for the purpose of executing this contract must be recorded in writing. General terms and conditions of the contractual partner ("customer") do not apply, even if the company does not expressly object to them.

2. at the latest with the receipt of the goods or services, these terms and conditions are considered accepted. Silence on the part of TRITEC with respect to any other provisions of the Customer shall not be deemed to constitute acceptance of the Customer's terms and conditions; the inclusion of other terms and conditions, even in commercial letters of confirmation from the Customer or a third party, is hereby expressly objected to. Any deviation from TRITEC's Terms and Conditions of Sale and Delivery shall be deemed as a rejection of the order, and the acceptance of a delivery - even under reserve - shall be deemed as agreement with TRITEC's Terms and Conditions of Sale and Delivery.

All agreements between the customer and TRITEC, which supplement or amend these General Terms and Conditions of Business, are only valid if they are agreed in writing.

§ 2 Offer and conclusion of contract

1. offers of TRITEC are in principle subject to change and non-binding, unless otherwise expressly agreed.

2. otherwise the prices stated in the order confirmation of TRITEC plus the respective legal value added tax are decisive. Additional deliveries and services are charged separately.

3. offers of TRITEC refer to the requirements known to us regarding the specified quantities at the time of the submission of the offer or the confirmation regarding material quality, measuring tolerances and manufacturer's conditions. Subsequent changes require our express and written consent and entitle us to change the price accordingly. Information in our brochures such as photos, drawings and other specifications are only approximate. They therefore do not constitute an agreement on quality or a guarantee and are not relevant for the contractual determination of the object of performance and delivery.

4. drawings, illustrations, dimensions, weights or other performance data are only binding if this is expressly agreed in writing. All illustrations, drawings, calculations and other documents remain the property of TRITEC and may not be passed on to third parties without express consent. This also applies to such written documents which are marked as "confidential".

5. the contract is only concluded by TRITEC's written order confirmation to the customer based on the customer's order, whereby this can also be done electronically (e-mail).

6) The conclusion of the contract is subject to the correct and timely delivery by TRITEC's suppliers. This only applies in the event that TRITEC is not responsible for the non-delivery, especially if a congruent covering transaction is concluded with the supplier. The customer will be informed immediately about the non-availability of the service. The consideration will be refunded immediately.

7. by signing the contract, the customer undertakes to use the products only for the purposes intended by the manufacturer.

8. if the customer should withdraw from the contract after an order confirmation by TRITEC, TRITEC reserves the right to charge the customer for any costs incurred due to this cancellation.

§ 3 Prices and Terms of Payment

1. TRITEC delivers in principle against advance payment. If no advance payment is requested, the claim for payment becomes due at the latest when the delivery is made available to the customer. Partial deliveries are to be paid in the scope of the individual delivery. Payment dates must also be observed if the delivery or acceptance of the goods is delayed for reasons for which TRITEC is not responsible. Payments may not be reduced or refused due to complaints or unaccepted claims. The deduction of a discount requires a special written agreement.

2. Unless otherwise agreed in the order confirmation, the prices are ex manufacturer or warehouse TRITEC, plus the costs for packaging, insurance and shipping; these will be invoiced separately.

3) TRITEC is entitled to change the prices accordingly, if after conclusion of the contract cost reductions or cost increases occur, in particular due to wage agreements or changes in the price of materials. This will be proven to the customer upon request.

4) The statutory regulations concerning the consequences of default of payment shall apply. For claims that are not paid as agreed, the statutory default interest will be charged from the due date without prior notice of default.

5. the customer shall only be entitled to offsetting and retention rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us in writing.

6. a minimum quantity surcharge may be levied for certain product groups.

§ 4 Delivery and performance time, force majeure and reservation of self-supply

1. delivery dates or periods, which can be agreed upon binding or non-binding, must be in writing. If a delivery date or delivery time is specified or agreed upon by TRITEC, this is done exclusively for logistical reasons. It is only a matter of a bindingly agreed performance date if the date is expressly confirmed in writing by TRITEC as a "binding delivery date". Compliance with TRITEC's delivery and performance obligations presupposes the timely and proper fulfilment of the customer's obligations. TRITEC is entitled to make partial deliveries and render partial services at any time, unless the partial delivery or partial service is unusable for the customer.

2. delivery, freight, packaging, pallets. Deliveries are made at the expense and risk of the Customer. Packing and pallets are invoiced in accordance with customary commercial practice. Pallets shall only be taken back by the delivering entrepreneur in a defect-free condition and after deduction of reasonable handling and wear and tear costs. Transport losses or damage must be claimed by the customer from the carrier and certified in writing

before taking over the goods. If direct delivery to the customer has been agreed, the contractual delivery obligation shall be fulfilled upon handover of the goods and confirmation of handover by the customer's signature on the delivery note.

3. TRITEC shall not be responsible for delays in delivery and performance due to force majeure and due to events that make delivery by TRITEC substantially more difficult or impossible not only temporarily - this includes in particular strikes, lock-outs, official orders, etc., even if they occur at our suppliers or their sub-suppliers - even if bindingly agreed upon periods and dates have been agreed upon. Such events entitle TRITEC to postpone the delivery or service by the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part due to the part not yet fulfilled. In the case of companies or legal entities under public law, TRITEC generally reserves the right to timely self-supply.

4. If the hindrance lasts longer than three months, the customer is entitled to withdraw from the contract with regard to the unfulfilled part of the contract after setting a reasonable grace period. If the delivery or performance time is extended or TRITEC is released from its obligation, the customer cannot derive any claims for damages from this. TRITEC can only invoke the circumstances mentioned if it notifies the customer within a reasonable period of time.

5. If TRITEC is responsible for the non-observance of bindingly agreed deadlines and dates or is in delay, the customer is entitled to compensation for delay in the amount of half a percent for each completed week of the delay, but not exceeding a total of five percent of the invoice value of the deliveries and services affected by the delay. Any further claims are excluded.

6. If the customer is in default of acceptance, TRITEC is entitled to demand compensation for the damages incurred. If not already transferred, the risk of accidental deterioration and accidental loss is transferred to the customer with the occurrence of default of acceptance.

§ 5 Transfer of risk

The risk shall pass to the customer as soon as the consignment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of dispatch. If shipment is delayed at the request of the customer, the risk shall pass to the customer upon notification of readiness for shipment.

2. If personal delivery is not possible due to the absence of the Customer or a representative of the Customer, the representative of TRITEC will leave the material. The risk and the duty of care of the customer begins with the time of the handover, even if this takes place without personal handover.

§ 6 Warranty

1. Complaints and objections regarding deliveries and services must be reported to TRITEC in writing within five days after receipt of the consignment, or in the case of turnkey systems within five days after initial commissioning. Warranty claims of the customer presuppose that the customer has duly fulfilled his obligations to inspect and complain.

2. If the goods are defective, TRITEC is entitled to choose between subsequent performance in the form of removal of the defect or delivery of a new, defect-free item. In case of sale of used goods to entrepreneurs or legal entities under public law, claims for defects are excluded.

3. If the supplementary performance fails, the Customer is entitled at his choice to demand withdrawal or reduction.

4. If the customer receives faulty assembly instructions, TRITEC is only obliged to supply faultless assembly instructions, and this only if the defect in the assembly instructions prevents proper assembly.

5. The warranty period is two years from delivery. In case of an agreement on acceptance, the warranty period begins on the day of acceptance of the delivery item. The above does not apply if the customer has not notified the defect in due time.

6. Guarantees in the legal sense are only given by TRITEC if they are expressly included in the confirmation of order and are described as assurance of certain characteristics of the delivery item.

7. Warranty is excluded if the customer or a third party commissioned by the customer has carried out improper work on the delivery item. Any warranty claims will expire if the Customer installs unauthorized additional equipment or carries out unauthorized interventions and/or repairs to the delivered items himself or through third parties without the express agreement of TRITEC.

§ 7 Liability

1. TRITEC is liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence. Insofar as TRITEC is not accused of any intentional or grossly negligent breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage or is waived for countries where this is permissible.

2. In all cases, however, the liability for damages is limited to the foreseeable, typically occurring damage, provided that such a limitation does not violate mandatory law.

3. Liability for culpable injury to life, body or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

4. As far as the liability of TRITEC is excluded or limited, this also applies to the personal liability of its executives, employees, staff, representatives and vicarious agents.

§ 8 Retention of title

1. TRITEC reserves the right of ownership of the goods until the purchase price has been paid in full. As far as the respective applicable legal system permits, TRITEC reserves the right of ownership of the goods in contracts with companies until receipt of all payments and any additional claims (interest on use, damage caused by delay, etc.) arising in close connection with the delivered goods from the business relationship with the customer.

2. In the event of conduct by the customer that is contrary to the contract, in particular in the event of default in payment, TRITEC is entitled to take back the goods. This demand for return of the goods is only considered a withdrawal from the contract if TRITEC expressly declares this in writing.

After taking back the goods, TRITEC is entitled to sell them, the proceeds of sale are to be credited against the customer's liabilities - less reasonable costs of sale.

3 If the customer incorporates goods subject to retention of title as an essential component into his own property, he hereby assigns to TRITEC the claims arising from the sale of the property or of property rights in the amount of the value of the goods subject to retention of title (including the security surcharge of 38%) with all ancillary rights to the company accepting the assignment. The advance assignment also extends to any balance claim.

4 The customer is obliged to treat the goods with care; in particular, he is obliged to insure them adequately at his own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is necessary, the customer must carry this out in good time at his own expense.

5. the customer's rights to resell, use or install the goods subject to retention of title and the authorisation to collect the assigned claim shall expire upon cessation of payments, application for or opening of insolvency proceedings or if out-of-court settlement proceedings are conducted with the creditors regarding the settlement of debts.

6. In case of seizure or other interventions by third parties, the customer must inform TRITEC immediately in writing so that TRITEC can take appropriate defensive measures. If a third party is not able to reimburse TRITEC for the judicial and extrajudicial costs of a defensive measure, the customer is liable for the loss incurred by us.

7. The customer is entitled to resell the goods in the ordinary course of business; however, he hereby assigns to TRITEC all claims in the amount of the final invoice amount (including value added tax) of the TRITEC claim that accrue to him from the resale against his buyers or third parties, regardless of whether the goods have been resold without or after processing. The customer remains authorized to collect this claim even after the assignment. TRITEC's authority to collect the claim itself remains unaffected. TRITEC undertakes, however, not to collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in default of payment and in particular no application for the opening of composition or insolvency proceedings has been filed or payments have been suspended. However, if this is the case, TRITEC can demand that the customer discloses the claims assigned to TRITEC and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

8. TRITEC undertakes to release the securities to which it is entitled at the request of the customer to the extent that the realizable value of our securities exceeds the claims to be secured by more than 20%; the selection of the securities to be released is at the discretion of TRITEC.

9. in the case of loaned items, the customer undertakes to return the loaned item on time and in a proper, clean and functional condition. The customer is fully liable for any damage caused by improper use, theft, vandalism, accidents or similar. Each customer has to take care of repairs himself. In the event of loss of items that are necessary for the function of the borrowed item, the customer will always be charged for these. Insurance of the borrowed articles is the responsibility of the customer.

§ 9 Design modifications

We reserve the right to make design changes at any time; however, we are not obliged to make such changes to products already delivered.

§ 10 Confidentiality

Unless expressly agreed otherwise in writing, the information submitted to us in connection with orders shall not be considered confidential.

§ Section 11 Export

The re-export of the delivered goods from the territory of the European Union is subject to the country-specific export regulations and may not be permitted without official approval. The export of the delivered goods from the territory of the European Union requires the written consent of the supplier; irrespective of this, the customer shall be responsible for obtaining any official import and export permits himself. The purchaser is responsible for compliance with the relevant regulations up to the end user.

§ 12 Final Provisions

1. These Terms and Conditions and the entire legal relationship between the customer and TRITEC shall be governed by the law of the registered office of the company at which the order has been placed and excluding the Vienna UN Convention on Contracts for the International Sale of Goods.

2. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is exclusively at the registered office of the company where the order has been placed.

3. above is the respective acting company of TRIENERGY and TRITEC (excluding CH) simplified and together with TRITEC designated. The contractual partner acknowledges and agrees that this type of designation does not trigger a group liability of the individual companies of TRIENERGY and TRITEC.

4. if a regulation in these trading conditions or a regulation in the context of other agreements should be or become ineffective, then the effectiveness of all other regulations or agreements is not affected. In place of the invalid provision or to fill a gap, a provision shall be agreed upon which, to the extent permitted by law, comes closest to what the Parties intended.

5. the general terms and conditions are translated into several languages. In case of contradictions or in case of doubt, the German version shall prevail.

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