



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

1. Scope

1.1. 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.

2. Offer and Acceptance

2.1. If an offer is expressly referred to as “non-binding“, it shall be without binding effect on the merits and in terms of amount until explicitly agreed otherwise.

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. Letters designated by us as “order confirmation“ serve as information for the recipient.

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 Seppele 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 Seppele Gesellschaft m.b.H.. Hence you are not entitled to directly authorise or obligate the company Peter Seppele Gesellschaft m.b.H.. Legally binding agreements must be concluded directly with the company Peter Seppele 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. Payment

3.1 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.

3.2. In the event of a default in payment on your part, we are entitled to charge the legally applicable interest rates starting from the due date. You are obliged to reimburse us for all the necessary and reasonable costs incurred in connection with the collection of the outstanding debts for every time you default in your payment.

3.3. In the event of a default in payment on your part, we reserve the right to withdraw from the contract, allowing a period of grace of 14 days.

3.4. You have the right to offset your liabilities with counterclaims only if we become insolvent or your claims are related to your liabilities or if the said counterclaims have been legally established or have been acknowledged by us.

3.5. We are entitled to credit payments committed to the redemption of a specific claim to the unsecured parts of that claim even if this means a deviation from the commitment made by you. We shall only make use of this right if the recoverability of our claims would otherwise be jeopardized.

3.6 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.

4. Warranty, compensation

The following applies subject to the application of mandatory legal

provisions:

4.1. If a deficiency of the goods is found after expiry of one year following the handing-over of the goods, proof must be furnished that this deficiency already existed at the time of delivery. The guarantee does not include natural wear and tear.

4.2. If the goods are transported by a forwarder commissioned by you, we accept no liability for damages arising after the handing-over of the goods.

4.3. Our warranty is no longer valid if you choose to rectify the fault yourself.

5. Force majeure and other obstacles to performance

5.1 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.

5.2 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.

6. Collection / supply / delivery

6.1. You are 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.

6.2. If our products are collected by you directly, the transport risks are borne by you starting from when they leave our premises. This concerns in particular delays, transport damages and the like.

7. Retention of title

7.1. The goods remain our property until the purchase price and all the associated costs and expenses have been paid for in full. In the event of even a partial default of payment, we can assert our right to collect the goods without your consent, whereby we must be granted

access to the goods.

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

7.3. In the event where you resell 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, you are obliged to transfer this to your contracting partner and report to us immediately and keep the resulting proceeds separate from the rest.

8. Applicable law, area of jurisdiction

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

8.2. The applicable court at your place of residence or work is stipulated as the place of jurisdiction for all disputes arising from or in connection with the legal transaction between ourselves and you.

9. WASTE MANAGEMENT: Accepted waste

9.1. 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. You are responsible for the correct declaration of the waste and existing chemical substances. You have to inform us of all necessary data for its normal use and disposal and indicate any change in their composition without prompting.

9.2. You are responsible for all the losses and costs resulting from an incorrect declaration. Furthermore, you bear all the additional costs that arise from an incorrect declaration (sorting, temporary storage, manipulation, etc.).

9.3. You have 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.

9.4. 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 you. All analyses that are submitted must be acknowledged by us in writing.

9.5. 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.

9.6. You shall 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.

9.7. 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 you of a Consignment Note No. 3 bearing the authorised company signature.

9.8. 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.

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

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

10.1. 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.

10.2. When collecting existing chemical substances, you are 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

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

10.4. 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 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.

11. WASTE MANAGEMENT: Container service

11.1. 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.

11.2. 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.

12. LIQUID FUELS: Supply of Diesel and Fuel oil

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

12.2. You are liable for the correct, proper and standard-compliant condition of the tank and/or other filler units and for the correctness of the data concerning its capacity. You must inform us of any relevant particularities before the refueling process starts.

13. WOOD PELLETS: Supply of wood pellets

13.1. 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 you.

13.2. You are liable for the correct, proper and standard-compliant condition of the wood pellets container and for the correctness of the data concerning its capacity. You must inform us of any relevant particularities before the refueling process starts.

13.3. You are committed in particular, to switch off the heating system before the filling operation in time. How long the heating system must be switched off before the filling operation, is recorded in the boiler producers manual.

13.4. You are obliged to ensure that we have an unhindered access route for our tankers and to provide an accordingly suitable unloading point. You are 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. You shall bear all consequential costs and expenses arising from unlawful and culpable conduct.

13.5. We are ENplus-certified. We only accept complaints referring to the fine dust, if the hosepipe (incl. internal piping) is < 30 meters.

14. For THERMOFLOC customers

14.1. THERMOFLOC delivery: For delivery “free truck/construction site, unloading by customer”, you 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 you in all weathers. You shall carry out unloading at your own risk immediately after our vehicles arrive. You 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, you 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 yourself. If this consent is not obtained, you 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 your expense and risk.

Our liability is excluded unless the damage (excluding personal injury) results from wilful intent or gross negligence on our part.

14.2. 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 Seppel 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.

14.3. 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 Seppel 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.

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