



General

FUNDAMENTALS

The following conditions apply if no other written verifications have been agreed upon. All specifications, datas and pictures of the mentioned articles are subject to change without notice.

Any conflicting, additional or deviating terms and conditions of the purchaser shall not become part of the contract unless REFCO has agreed to their validity in writing. These General Terms and Conditions of Sale shall also apply if REFCO carries out a delivery to the purchaser without reservation in the knowledge of the purchaser's conflicting, additional or deviating terms and conditions.

PRICES

The prices are subject to change and understood ex works net, excluding packing, insurance, VAT and any other taxes.

ORDER CONFIRMATION

Orders will be confirmed in writing. This confirmation is compulsory for the acceptance of any orders.

Delivery

VARIATIONS OF QUANTITIES

Variations of $\pm 10\%$ to the ordered quantity is accepted for customers' specific executions.

DELIVERY TIMES

All indicated delivery times will be maintained whenever possible, but are subject to change. In no case the customer may withdraw an order or claim any additional costs.

PARTIAL DELIVERY

Partial deliveries are accepted and are regarded as an individual contract.

PACKING AND HANDLING

The packing and handling fee is 1% of the invoice value. Minimum of 10.– CHF / 10.– EUR / 10.– USD.

Benefits and risks

TRANSPORT RISKS

After the goods are despatched, the customer is responsible for any risk regarding the goods.

RIGHT OF POSSESSION

All supplied goods remain in ownership of REFCO until full payment has been made.

Terms of payment

PAYMENT TERMS

Invoices are due in full payment within 30 days net after date of invoice. Payments for partial deliveries are due as invoiced. If the agreed terms are not respected the current interest will be added. REFCO maintains the right to ask for prepayment.

Returns and guarantees

CLAIMS

Complaints regarding quality and quantity can only be accepted if they are made in writing within 10 days of the arrival of the consignment. No liability is accepted for damage occurring during transport or at the place of destination. Before taking over the goods, the customer must notify the transport company of any damage or loss and file a claim for compensation with the company.

CREDIT FOR RETURNED GOODS

Goods returned in exchange for a credit note require a prior approval. Please include always a copy of REFCO invoice.

1. 85 % credit: if goods are original packed, intact and it's no longer ago than 30 days after invoice date.
2. 50 % credit: if goods are not original packed but intact and it's no longer ago than 1 year after invoice date.
3. Percentages are relating to the net price on REFCO invoice.
4. No credit: if goods are special-types only for your order.
5. No credit: if value is less than CHF 50.-.

WARRANTY

REFCO grants a 2 year warranty period for products used in accordance with general directions and recommendations. The warranty is limited to manufacturing defects. Normal wear out as well as damages due to improper use of a product are excluded from warranty. Goods returned delivered duty paid will be exchanged or repaired free of charge. No warranty is granted in case of other usage or unprofessional treatment of goods. Damages which occur over a period of time can also not be accepted.

WARRANTY ON REPAIRED PRODUCTS

REFCO provides a warranty of 6 months on repaired products. The warranty does not cover operating materials and consumables such as oil, batteries or battery packs. Furthermore it shall not cover those defects which occurred with the customer or third persons due to normal wear and tear, improper handling and malicious or negligent use. Also it does not cover defects due to influence of moisture or other external factors (drop, impact, pressure or transportation damage). The warranty shall become void if repairs haven't been carried out by REFCO, an official repair center or without written approval.

FORCE MAJEURE

To the extent that REFCO is prevented by force majeure from fulfilling its contractual obligations, in particular from delivering the Products, REFCO shall be released from its obligation to perform for the duration of the impediment as well as a reasonable start-up period, without being obliged to compensate the Purchaser for damages. The same shall apply if the fulfilment of REFCO's obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances for which REFCO is not responsible, in particular by industrial action, pandemic, epidemic, official measures, energy shortage, mobilisation, war, natural disasters, obstacles to delivery at a supplier or significant operational disruptions, in particular by cyber attacks. This shall also apply if these circumstances occur at a sub-supplier. This shall also apply if REFCO is already in default.

Location and safety

COMPETENCY OF COURT

The contractual relationship shall be governed by Swiss substantive law and shall also apply to export transactions. The place of performance and jurisdiction shall be Hochdorf, Switzerland, and Swiss law shall also apply to export contracts.

SAFETY

Safety data sheets for applicable products can be downloaded from our website on www.refco.ch. The products concerned are marked.

WARNING

REFCO-products are designed and manufactured for use by technically trained air conditioning and refrigeration service engineers only. Due to the high pressures employed and the danger due to the physical and chemical nature of refrigerants and oils used in the systems, incorrect applications could result in accidents, injuries or death. For safety reasons always wear safety goggles.

Export restriction

1.

The purchaser shall not, at any time, sell and/or export and/or re-export, directly or indirectly,

- a) to the Russian Federation; and/or
- b) to territories occupied by Russian Federation; and/or
- c) to the Republic of Belarus; and/or
- d) for use in the Russian Federation; and/or
- e) for use in territories occupied by Russian Federation; and/or
- f) for use in the Republic of Belarus

directly or indirectly any

- i. products; and/or
 - ii. any intellectual property; and/or
 - iii. know-how; and/or
 - iv. any other confidential information whatsoever supplied or brought to attention to the purchaser howsoever
- under or in connection with this contract.

2.

The purchaser shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3.

The purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

4.

Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this contract and the purchaser shall be entitled to seek appropriate remedies, including, but not limited to:

- i. termination of this contract; and/or
- ii. a penalty of 10 % of the total value of this contract or price of the products exported, whichever is higher.

5.

The purchaser shall immediately inform REFCO about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The purchaser shall make available to REFCO information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.