

Article A.1. - Scope

The present general terms and conditions are exclusively applicable to all contracts concluded between DELTA-TEMP and its customer(s). Any provisions differing from the present general terms and conditions and appearing on order forms or any other document from our customer are explicitly declared non-valid. Deviating actions performed by us or tolerated by the customer, even repeatedly, do not entitle the customer to invoke these actions and do not constitute acquired rights.

Article A.2. – Quotations and advice

- A.2.1. All quotations of DELTA-TEMP are entirely free of any obligations and do not bind DELTA-TEMP in any way.
- A.2.2. Unless otherwise specified, all quotations are valid for 1 month.
- A.2.3. Advice provided by DELTA-TEMP, either in a precontractual or in a contractual phase, is to be regarded as a best effort obligation rather than an obligation of results.
- A.2.4. The customer undertakes to provide DELTA-TEMP with the required (complete and correct) information, both upon conclusion and during the execution of the contract, so as to enable DELTA-TEMP to fulfil their obligations. Any damage suffered by DELTA-TEMP due to the lack of correct information and/or the provision of incomplete/incorrect information will be recovered from the customer.

Article A.3. - Conclusion and execution of the contract

- A.3.1. A contract between DELTA-TEMP and the customer is concluded only after the customer signed the contract or expressed their agreement with the entire contract in writing. The signed contract (or the agreement) shall be returned to DELTA-TEMP by the customer within 48 hours (by e-mail, fax, post or courier). If the contract is not returned in time, DELTA-TEMP will not be able to reserve the relevant equipment for the customer, nor the staff required for the installation and maintenance.
- A.3.2. DELTA-TEMP does not have the obligation to verify whether the person concluding the contract on behalf of the customer is actually authorised to do so.
- A.3.3. The rights and obligations of DELTA-TEMP and the customer are exclusively governed by the provisions of the contract and the corresponding general terms and conditions.
- A.3.4. DELTA-TEMP is not a manufacturer. DELTA-TEMP does not accept any liability with respect to the accuracy or completeness of the data and information provided by manufacturers and/or importers.
- A.3.5. Minor deviations from the contract by DELTA-TEMP are allowed provided that they do not essentially change the services to be provided by DELTA-TEMP, unless this concerns an essential requirement which was indicated in writing by the customer before the conclusion of the contract. In the last case, DELTA-TEMP shall offer the customer a suitable solution as soon as possible.
- A.3.6. If DELTA-TEMP is unable to deliver specific equipment, the customer agrees that DELTA-TEMP can call upon a third party without affecting the (contractual) relations between the customer and DELTA-TEMP.
- A.3.7. Should one of the provisions of these general terms and conditions be declared null, invalid or unenforceable, this will not affect the validity and/or enforceability of the other provisions. Should one of the provisions of these general terms and conditions exceed any legal limits, this provision or the relevant part thereof will not be invalid, but the parties will be deemed to have agreed that this provision or the relevant part thereof is reduced or restricted to the maximum that is allowed under the applicable legislation and any provision or part thereof that exceeds these limits will be automatically adjusted or replaced by a valid provision that optimally reflects the parties' intention.
- A.3.8. In case of contradiction between the different language versions of the present general terms and conditions and all related documents, the Dutch-language version, which is the only authentic version, prevails.

Article A.4. - Delivery and defects, if any

- A.4.1. DELTA-TEMP makes every possible effort to strictly respect the delivery periods. However, delivery periods are not binding for DELTA-TEMP. The customer can in no case claim any compensation if a delivery period is exceeded.
- A.4.2. DELTA-TEMP is entitled to deliver the equipment in several parts or to wait with the delivery until the complete order is ready. In case of delivery in parts, DELTA-TEMP is entitled to immediately draw up a separate invoice for the goods already delivered.
- A.4.3. The delivery of the equipment by DELTA-TEMP is scheduled in consultation with the customer. The customer shall make sure that DELTA-TEMP has sufficient (ground-floor) (parking) space for a lorry and all relevant material necessary for delivery and installation.

Article A.5. – Payment, objection and limitation

A.5.1. Advance invoices must be paid immediately. Only after full payment (and regardless of other delivery periods that have been determined) shall DELTA-TEMP fulfil their obligations.

A.5.2. Unless otherwise agreed, all other invoices (i.e. except for the advance invoices referred to in A.5.1) of DELTA-TEMP are payable at the latest 30 days after the invoice date.

A.5.3. Discounts for immediate payments of invoices are never allowed.

A.5.4. As soon as any invoice is not paid (in time) and regardless of any other payment terms explicitly agreed between the parties, the total amount of all of the customer's debts is payable by operation of law and without a formal notice of default being required, even if the due date of one or several of the invoices has not arrived yet.

A.5.5. Every invoice that is not paid in time will yield interests, by operation of law and without a formal notice of default being required, as from the due date at the interest rate referred to in the Act of 2 August 2002 on payment arrears in commercial transactions and its implementing decrees. In addition, the customer will also have the obligation to pay, by operation of law and without a formal notice of default being required, a fixed compensation equalling 10% of the principal amount inclusive of VAT, with a minimum of € 40.00 and a maximum of 3,000.00.

A.5.6. In case of non-payment, DELTA-TEMP will serve a formal notice of default on the customer, containing the request to make the payment, increased by the above-mentioned interests and compensation, within 5 working days. If the customer fails to comply with this request, DELTA-TEMP is entitled to immediately dissolve all existing contracts (lease, hire purchase or purchase) without any legal formalities. The customer undertakes to grant DELTA-TEMP TEMP access to the enterprise or the location where the equipment is located in order to enable DELTA-TEMP to collect the equipment. In that case the customer has the obligation to pay DELTA-TEMP an amount equalling the fee that would normally have been due until the expiry date of the contract.

A.5.7. Objections against invoices/quotations/contracts and/or any other document governing the (contractual) relations between the parties and that are not correct according to the customer are to be raised in writing at the latest 8 days after having been sent by DELTA-TEMP in order for the objection to be admissible.

A.5.8. If the customer institutes a claim against DELTA-TEMP, this claim must be instituted within a period of 6 months after – depending on the situation – the delivery of the equipment (only in the case of purchase) or the restitution of the equipment to DELTA-TEMP (only in the case of lease) or the end of the maintenance work or the installation of a telemeter.

Article A.6. – Damage and loss

A.6.1. Damage to the equipment delivered is to be reported to DELTA-TEMP immediately in writing.

A.6.2. Any damage to the equipment occurring after delivery due to improper use and/or non-fulfilment of the obligations of the customer and/or loss of the equipment (due to any cause or in any form) is and will remain entirely at the expense of the customer if ANY insurance does not or does only partially cover the damage.

Article A.7. - Transport

All transport is carried out at the customer's risks, regardless of the incoterms applicable to the shipment.

Article A.8 - Force majeure

A.8.1. Should DELTA-TEMP be unable to fulfil any obligation they have towards the customer due to force majeure, DELTA-TEMP is entitled to suspend the fulfilment of the obligations resulting from the contract as long as the situation of force majeure lasts, with a maximum of 2 (two) months. After these 2 (two) months, both parties are entitled to serve a notice of termination with respect to all or part of the contract. DELTA-TEMP does not have any obligation to pay a compensation if they have been unable to fulfil their obligations properly, in time or at all due to force majeure.

A.8.2. In the present general terms and conditions, force majeure is understood to mean, in addition to the meaning given to the term in law and case law and without this definition being exhaustive: any circumstance beyond the control of DELTA-TEMP of such a nature that compliance with the contract cannot reasonably be required of DELTA-TEMP. This includes, but is not limited to: strikes, riots, war, acts of terrorism and other disturbances, boycotts, blockades, natural disasters, epidemics, pandemics, shortage of raw materials, disruptions and interruptions of transport possibilities, extreme weather conditions, fire, machinery breakdown, disruptions in the enterprise of DELTA-TEMP, problems with suppliers and/or measures imposed by any public authority.

A.8.3. DELTA-TEMP is also entitled to invoke force majeure if the circumstance that prevents the (continued) compliance with the contract occurs after DELTA-TEMP should have fulfilled their obligations. If at the time at which the situation of force majeure occurs, DELTA-TEMP has already fulfilled or will be able to fulfil part of their obligations and if a certain value can be attributed to the part fulfilled or to be fulfilled, DELTA-TEMP is entitled to invoice the part already fulfilled or to be fulfilled separately. The customer will then have the obligation to pay this invoice as if it related to a separate contract.

Article A.9. – Liability of DELTA-TEMP

The liability of DELTA-TEMP is explicitly limited to their own serious or deliberate error. The amount of their liability is in any case

limited to the amount that may be paid out in accordance with their liability insurance policy. Liability for other (consequential) damage and damage to property of any nature, including the lease/purchase of substitute goods, loss of turnover and/or profit, damage caused by delay and standstill, is explicitly excluded. DELTA-TEMP can in no case be held liable if damage occurred because the customer provided DELTA-TEMP with incorrect and/or incomplete data or if the customer failed to correctly observe the operating instructions and guidelines.

Article A.10. – Intellectual property rights

The website of DELTA-TEMP, including all texts and illustrations, as well as the communication and logo of DELTA-TEMP, are the intellectual property of DELTA-TEMP and cannot be copied, reproduced or used in any manner without the explicit written consent of DELTA-TEMP.

Article A.11. - Privacy

A.11.1. DELTA-TEMP collects and processes the identity and contact data received from the customer and relating to the customer themselves, their staff, employees, authorised agents and other useful contacts. The purpose of this processing is the execution of this contract (sale, purchase, maintenance and installation of telemeters), account management, accounting and direct marketing activities such as the sending of promotional or commercial information.

A.11.2. The legal grounds are the execution of the contract, the fulfilment of obligations imposed by law and regulations and/or the legitimate interests of DELTA-TEMP. In addition, the customer grants DELTA-TEMP their explicit and free consent to use their personal data for direct marketing purposes by email.

A.11.3. The data controller is DELTA-TEMP. The above-mentioned personal data will be processed in accordance with the provisions of the General Data Protection Regulation and will only be transmitted to processors, recipients and/or third parties if this is necessary within the context of the above-mentioned legal grounds for the processing. The customer is responsible for the accuracy and the updating of the personal data provided to DELTA-TEMP and undertakes to strictly comply with the provisions of the General Data Protection Regulations with regard to the persons whose personal data were transmitted to DELTA-TEMP as well as with regard to any personal data received from third parties, staff, employees and authorised agents.

A.11.4. The customer confirms having been adequately informed of the processing of their personal data and of their rights of consultation, rectification, deletion and objection. For further information, DELTA-TEMP explicitly refers to their Privacy Statement, which can be found on the website www.delta-temp.be. The customer confirms having read this Privacy Statement and accepting its contents.

A.11.5. Each party undertakes to refrain from disclosing or communicating, from causing the disclosure or communication of and from using, either directly or indirectly, the confidential data, information, applications, methods and know-how as well as any type of document of which they acquire knowledge during the execution of the contract. The confidentiality obligation referred to in this article applies as long as the relevant information is of a confidential nature, i.e. also after the termination of the contract.

A.11.6. Any changes in contact details, e.g. addresses, telephone numbers and email addresses of the customer must be communicated to DELTA-TEMP in due time.

Article A.12. – Jurisdiction

The Courts that have territorial jurisdiction in the legal district where our registered office is established have exclusive jurisdiction for all disputes, unless we prefer to apply the rules of common law in accordance with the Belgian Code of Civil Procedure. In case of disputes the customer must in any case summon us to appear before the Courts that have jurisdiction in the legal district where our registered office is established.

B. SPECIFIC PROVISIONS FOR THE SALE OF EQUIPMENT, BOTH NEW AND SECOND-HAND

Article B.1. - Quotations

Complementary to article A.2. of the “General provisions”, DELTA-TEMP specifies that a quotation for the purchase or sale of equipment is no longer valid if the relevant equipment is (temporarily) no longer available.

Article B.2. – Right of revocation and changes at the customer’s request

After the conclusion of the contract the customer does not have the right to unilaterally revoke or change the contract unless DELTA-TEMP agrees in writing. If DELTA-TEMP decides to accept a request for change/revocation, the following applies as a rule:

- in case of changes, a cost is charged equalling 10% of the total original sales price;

- in case of revocation/cancellation, a cancellation fee is charged equalling at least 30% of the total original sales price.

Article B.3. - Delivery and defects

The customer receives the equipment in good, clean and sound condition. Hidden defects are to be reported in writing to DELTA-TEMP at the latest 8 working days after delivery. Visible defects are to be notified to DELTA-TEMP immediately upon receipt; if not, the customer is deemed to irrevocably accept these defects.

Article B.4 - Prices

B.4.1. All prices are deemed to be exclusive of VAT.

B.4.2. Prices include the equipment itself but not, where applicable, the following additional costs (unless specifically agreed otherwise):

- the hourly wage of the (specialised) (refrigeration) technician/driver upon delivery/commissioning;
- the mileage allowance and travel time;
- the cost of delivery;
- any surcharge for deliveries outside business hours and on Sundays and public holidays;

Article B.5. – Warranty and retention of title

B.5.1. In case of purchase of new equipment: DELTA-TEMP provides a warranty for the equipment delivered, depending on and limited to the conditions of the warranty granted by the manufacturer(s) to DELTA-TEMP. As a rule, this warranty only covers spare parts, not the costs of travel, working hours and any other costs. Consequently, the costs not relating to spare parts are at the customer's expense.

In case of purchase of second-hand equipment: Unless otherwise agreed in writing between the parties, DELTA-TEMP does not provide any warranty in case of purchase of second-hand equipment.

The customer is to provide proof of defects, if any, and is responsible for the transport of the defective parts, if any, to our workshop.

The warranty ceases to exist if the customer makes repairs and/or changes to the equipment themselves or if third parties make repairs without the explicit permission of the seller.

The warranty also ceases to exist if the customer fails to perform the required maintenance or fails to operate the equipment correctly.

B.5.2. All goods sold remain our property as long as the purchase price has not been paid in full, even if the goods delivered have already been processed; in this case, our ownership rights are transferred to the goods in which the parts sold by us have been incorporated.

Article B.6. – Other obligations of the customer

B.6.1. It is formally forbidden for the customer to rent out the equipment of which the total purchase price has not yet been paid, to use it as collateral, to encumber it with a security right or to dispose of it. If the customer fails to comply with this ban, DELTA-TEMP is entitled to demand the dissolution of the contract and to claim a compensation equalling 15% of the purchase price.

B.6.2. If a third party is of the opinion that they have a claim on the equipment of which the total purchase price was not paid by the customer to DELTA-TEMP for any reason whatsoever (e.g. attachment), the customer shall inform DELTA-TEMP without delay.

C. SPECIFIC PROVISIONS FOR THE LEASE OF EQUIPMENT

Article C.1. - Quotations

Complementary to article A.2. of the "General provisions", DELTA-TEMP specifies that a quotation for the lease of equipment is no longer valid if the relevant equipment is (temporarily) no longer available.

Article C.2. – Right of revocation and changes at the customer's request

After the conclusion of the contract the customer does not have the right to unilaterally revoke or change the contract unless DELTA-TEMP agrees in writing. If DELTA-TEMP decides to accept a request for change/revocation, the following applies as a rule:

- in case of changes, a cost is charged equalling 10% of the lease for the original lease period;
- in case of revocation/cancellation, a cancellation fee is charged equalling at least 30% of the lease for the original lease period;

Article C.3 - Deposit

In case of lease, DELTA-TEMP is entitled to request a deposit, the amount of which DELTA-TEMP determines, before making the leased equipment available for the customer. The deposit, which does not yield interests, will be reimbursed to the customer upon expiration of the lease period and after the customer put the equipment at the disposal of DELTA-TEMP, after deduction of an amount covering the damage, if any, and after deduction of any amounts still payable by the customer to DELTA-TEMP.

Article C.4. – Lease period and notice of termination

C.4.1. Unless otherwise agreed, the lease is concluded for a minimum fixed period. The minimum lease period starts on the day on which the equipment and its accessories are made available to the customer and end on the day on which the leased equipment and accessories is returned to the premises of DELTA-TEMP or another location indicated by DELTA-TEMP.

C.4.2. Even though the lease is concluded for a period determined in advance, this does not release the customer from the obligation to cancel the leased equipment in time. The cancellation shall always take place in writing. The customer shall provide proof of the dispatch of the equipment and shall furthermore observe the following rules:

- in case of a lease period of 7 calendar days or more, there must be at least 3 full working days between the cancellation and the end of the lease period. This rule also applies to lease contracts that are concluded for an indefinite period of time with the consent of DELTA-TEMP;
- in case of a lease period of 6 calendar days or less, there must be at least 2 full working days between the cancellation and the end of the lease period.

C.4.3. If the cancellation does not take place in accordance with the provisions of article C.4.2., DELTA-TEMP is entitled to extend the term of the lease under the same conditions until the date of the cancellation, increased by the number of working days referred to in article C.4.2. of the present terms and conditions.

Article C.5. - Delivery and defects

C.5.1. The customer receives the equipment in good, clean and sound condition. The tanks are filled with fuel and oil and the required tools, if any, are delivered with the equipment. The fuel and oil are not included in the price and will be charged at the rate applicable at the time of the lease.

C.5.2. Any defects in the equipment are to be written down on the delivery note, which serves as condition report. If any complaints arise after inspection of the delivery note, DELTA-TEMP shall be informed immediately by the customer. The customer shall regularly check the equipment for defects. The customer is not allowed to repair any defects themselves, with the exception of minor maintenance works, without having at least received the prior written authorisation of DELTA-TEMP. If these rules are not observed, the customer shall compensate for any resulting damage.

Article C.6. – Restitution after lease and risk

C.6.1. Upon termination of the lease, the customer shall put the leased equipment at the disposal of DELTA-TEMP in the same good state of maintenance, without defects and cleaned, as it was at the start of the lease. Unless otherwise agreed, any fuel and oil consumed are at the customer's expense and will be charged in accordance with the applicable rates. At the time of collection of the equipment by DELTA-TEMP, the customer shall ensure that DELTA-TEMP has sufficient (ground floor) (parking) space for a lorry and all the equipment needed for disassembly.

C.6.2. The customer shall ensure that an employee is present upon collection of the equipment by DELTA-TEMP. If no representative of the customer is present, DELTA-TEMP is entitled to take back the goods nevertheless. Should any discussion arise with respect to the condition of the goods (including the cleaning) and/or the quantity that is taken back, the burden of proof lies with the customer.

C.6.3. If the equipment is not returned in the same condition as it was at the start of the lease, DELTA-TEMP will charge not only the actual cost to return the equipment to its original condition but also the additional costs. These additional costs consist of at least the price for 1 day's lease, increased by the personnel expenses (at the hourly rate applicable at that time for our technicians and this for each hour started) and the extra costs of transport, if any.

C.6.4. Upon collection of all or part of the goods by DELTA-TEMP and/or upon return of all or part of the goods by the customer, a brief visual inspection will immediately take place. DELTA-TEMP will carry out a more in-depth inspection of the equipment at their premises. If any damage is found during this inspection, the customer will be informed as soon as possible and has 2 working days after the damage has been reported to make an appointment in order to organise an inspection/expert's assessment in the presence of both parties (at which the customer is allowed to be accompanied by a technical advisor). If the

parties can be contacted in time, the inspection/expert's assessment in the presence of both parties is to take place at the latest 4 working days after the damage is reported. After this period, the necessary repairs or replacements will be made and all costs will be charged to the customer. If the customer does not make use of the possibility to organise an inspection/expert's assessment, the determination of the damage by DELTA-TEMP is binding.

Article C.7. – Prices, other costs and insurance

C.7.1. All prices are deemed to be exclusive of VAT.

C.7.2. Prices include the equipment itself but not, where applicable, the following additional costs (unless agreed otherwise):

- the hourly wage of the (specialised) (refrigeration) technician/driver upon delivery/commissioning;
- the hourly wage of the (specialised) (refrigeration) technician/driver upon collection;
- the mileage allowance and travel time;
- the cost of delivery and collection;
- any surcharge for deliveries outside business hours and on Sundays and public holidays;
- the – optional, but highly recommended – ALL-RISK insurance.

C.7.3. The customer has the obligation to insure the leased materials and can do this themselves or via DELTA-TEMP:

- if the customer chooses to insure the equipment themselves, they have to take out a third-party liability insurance and an ALL-RISK insurance (fire, theft, electrical damage, vandalism,...). The proof of insurance coverage is to be presented by the customer at the latest at the moment on which the quotation/contract is signed.
- If the customer chooses to take out the necessary insurance policies via DELTA-TEMP or is not able to present a valid proof of insurance at the time of delivery, a surcharge equalling 8% of the invoiced price for the equipment will be charged.

Article C.8. – Other obligations of the customer and dissolution

C.8.1. The customer shall use the equipment with due diligence, which means that they shall strictly observe the operating instructions and (general) safety regulations. The customer shall therefore take all useful (preventive) safety measures in order to avoid incidents involving the equipment. The customer, auxiliary staff and/or other persons operating the equipment on behalf and/or under the responsibility of the customer are to be familiar with the operating instructions and/or other manuals delivered with or affixed to the equipment and are to follow these instructions.

C.8.2. The customer is responsible for minor maintenance of the equipment, which is to be carried out in accordance with the operating instructions delivered with the equipment. Minor maintenance includes:

- daily check of the fuel and oil level of the equipment and, if necessary, adding the fuel/oil indicated in the operating instructions;
- verification of the horizontal position of the equipment;
- if necessary, removal of condensation from the air tank;
- the cleaning of filters and condensers;
- protection against (extreme) weather conditions and in particular adequate protection of the refrigeration unit and its accessories against freezing temperatures;
- ...

The customer shall provide any fuels and lubricants required at their own expense.

C.8.3. DELTA-TEMP reserves the right to carry out inspection visits in order to verify whether the customer carries out the maintenance in accordance with the guidelines of DELTA-TEMP. DELTA-TEMP will not charge any costs for these inspection visits, unless these visits reveal that the maintenance is not carried out in accordance with the instructions.

C.8.4. Under no circumstances is the customer allowed to transport or order the transport of leased equipment to a different location.

C.8.5. It is formally forbidden for the customer to sublease the equipment, to use it as collateral, to encumber it with a security right or to dispose of it.

C.8.6. If a third party believes that they have a claim on the equipment of DELTA-TEMP during the lease period, for any reason whatsoever (e.g. confiscation), the customer shall inform DELTA-TEMP without delay.

C.8.7. Should the customer violate the provisions of articles C.8.1. tot C.8.6. of the conditions in any way, DELTA-TEMP is entitled to immediately dissolve the contract without any legal formalities and a fixed penalty of 30 times the price for one day's lease will be payable to DELTA-TEMP.

The customer authorizes DELTA-TEMP access to the enterprise or the location where the equipment is located in order to enable DELTA-TEMP to collect the equipment.

Article C.9. – Damage and loss

C.9.1. In case of lease, the customer shall report theft/loss of the equipment to DELTA-TEMP within 24 hours after having discovered this theft/loss and immediately reports any theft to the police. The customer shall present the police report immediately to DELTA-TEMP.

C.9.2. In case of lease, the customer shall compensate DELTA-TEMP for damage at the actual cost of repair, regardless of whether they will carry out the repair themselves or whether DELTA-TEMP will call upon an external partner for the repair. This does not affect the customer's obligation to compensate DELTA-TEMP in full for any other damage that is not or only partially covered by the insurance, including loss of profit (unavailability of the equipment) and costs.

Article C.10. - Indemnification

The customer shall indemnify DELTA-TEMP against any claims by third parties on account of any damage that occurred with, due to or with respect to the leased equipment. Should any legal action be brought against DELTA-TEMP by third parties, the customer shall provide DELTA-TEMP with (legal) assistance and immediately take any actions that may be expected from the customer in such cases. Should the customer fail to take adequate measures, DELTA-TEMP is entitled to take these measures themselves without any notice of default being required. Any costs and damage caused to DELTA-TEMP and third parties as a result are fully at the expense and risk of the customer.

D. SPECIFIC PROVISIONS FOR THE INSTALLATION OF TELEMETRY EQUIPMENT

Article D.1. – Right of revocation and changes at the customer's request

After the conclusion of the contract the customer does not have the right to unilaterally revoke or change the contract unless DELTA-TEMP agrees in writing. If DELTA-TEMP decides to accept a request for change/revocation, the following applies as a rule:

- in case of changes, a cost is charged equalling 10% of the total original contracting price.
- in case of revocation/cancellation, a cancellation fee is charged equalling at least 30% of the original contracting price, with a minimum of € 350.00.

Article D.2. – Prices, other costs and insurance

D.2.1. All prices are deemed to be exclusive of VAT.

D.2.2. As a rule, an hourly rate applies. The components (a) hourly wage of the technician/driver (b) mileage allowance and travel time (c) any surcharges and (d) the required equipment are explicitly mentioned in the quotation (if any) and in any case in the contract.

E. SPECIFIC PROVISIONS FOR THE MAINTENANCE OF EQUIPMENT

Article E.1. – Right of revocation and changes at the customer's request

After the conclusion of the contract the customer does not have the right to unilaterally revoke or change the contract unless DELTA-TEMP agrees in writing. If DELTA-TEMP decides to accept a request for change/revocation, the following applies as a rule:

- in case of changes, a cost is charged equalling 10% of the total original contracting price;
- in case of revocation/cancellation, a cancellation fee is charged equalling at least 30% of the original contracting price, with a minimum of € 350.00.

Article E.2. – Prices and warranty

E.2.1. All prices are deemed to be exclusive of VAT.

E.2.2. As a rule, an hourly rate applies. The components (a) hourly wage of the technician/driver (b) mileage allowance and travel time (c) any surcharges and (d) the required equipment are explicitly mentioned in the quotation (if any) and in any case in the contract.

E.2.3. The warranty period is subject to the warranty provided by the manufacturer and is limited to the spare parts. The warranty ceases to exist if the customer makes repairs and/or changes to the equipment themselves or if third parties make repairs without the explicit permission of the seller, within the warranty period. The warranty also ceases to exist if the customer fails to perform the required maintenance or fails to operate the equipment correctly.