

General Terms and Conditions of Sales

(applicable as from October 1st 2026)

These General Terms and Conditions of Sales ("GTC") apply to all offers, deliveries and services provided by Daikin Airconditioning Central Europe GmbH ("Daikin" or "Seller" or "We") to business customers, i.e. companies purchasing goods or services in a business-to-business context and not acting as consumers under applicable law ("Customer").

Part I applies to delivery of goods, Part II applies to delivery of services and Part III contains general contractual provisions that apply to both.

Any deviating agreements are valid only if confirmed in writing by the Seller. The Customer's terms and conditions do not apply. Acceptance of the goods or services shall in all cases be deemed to constitute acceptance of these GTC by the Customer.

The Customer acknowledges that these GTC, together with any express terms in the order, order confirmation or other written contractual documents issued by the Seller, constitute the entire agreement between the parties and replace all prior statements or descriptions. The Customer has not relied on any representations other than those expressly included in the contract; nothing in these GTC shall limit liability for fraudulent misrepresentation.

The Seller may amend these GTC for future orders for objective reasons (e.g., legal or market changes). Amendments will be notified in text form and shall be deemed accepted unless the Customer objects in writing within 60 days. Confirmed orders remain subject to the GTC in force at the time of confirmation.

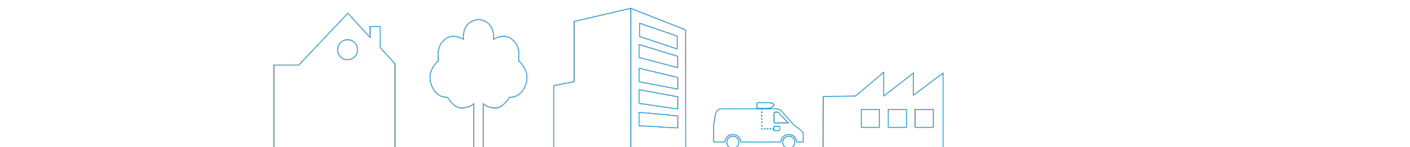
I. GENERAL TERMS AND CONDITIONS FOR THE DELIVERY OF GOODS

1. OFFER

Daikin's offers are subject to change and are non-binding, unless expressly stated otherwise in writing. Illustrations of models, as well as information regarding dimensions, weights and technical data are provided for information purposes only and are non-binding. Such information may be subject to changes resulting from ongoing product development, production processes or model variations. Any such changes shall not constitute a defect and shall not give rise to any rights or claims by the Customer.

2. ORDER PLACEMENT

- 2.1 Orders shall be placed in writing (by email or via the online ordering system). An acknowledgement of receipt of an order by Daikin does not constitute acceptance of the order. Orders shall only be deemed accepted once Daikin has expressly confirmed the order in writing or has commenced performance thereof. Oral and telephone agreements shall require written confirmation to be valid.
- 2.2 Even after acceptance of an order, Daikin reserves the right to withdraw from the contract if a subsequent credit assessment indicates that the Customer is likely to fail, in whole or in part, to perform its obligations under the contract.
- 2.3 After acceptance of an order, Daikin reserves the right to make changes and improvements to the delivery item, in particular regarding design and specifications, provided that such changes are reasonable for the Customer (e.g. delivery of an equivalent or higher-value device), taking Daikin's legitimate interests into



account. The Customer shall be deemed to have approved such changes and improvements in advance.

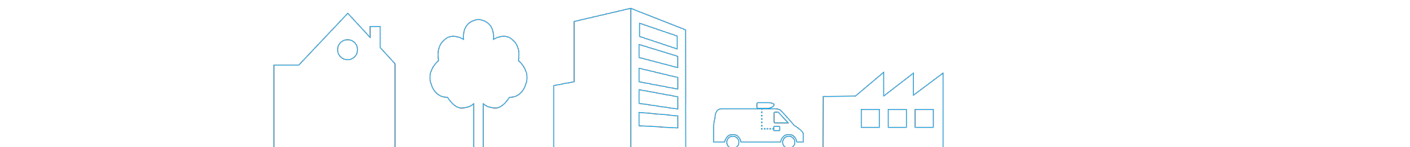
- 2.4 Following acceptance of an order, any cancellation (complete or partial) or modification of an order by the Customer shall require Daikin's prior written consent. In such case, Daikin shall be entitled, in addition to payment for services already rendered and reimbursed of costs incurred, to charge a (cancellation) fee of 20% of the order value, with a minimum of EUR 250. For certain product groups manufactured on an order-specific basis (e.g. Multiple Scroll Chillers, Screw Chillers, Air Handling Units), special cancellation conditions shall apply, as made available on our website www.daikin-ce.com/en_us/terms-conditions.html.

3. PRICES AND TERMS OF PAYMENT

- 3.1 Prices are based on the applicable price list, which is generally issued once per year. Daikin reserves the right to adjust prices during the year, justified by increases in raw material costs, energy costs, labour costs, transportation costs, exchange rates, taxes, duties or other factors affecting the cost of supply.
- 3.2 Prices are quoted in the indicated currency and are net, exclusive of applicable taxes, fees or charges. Unless otherwise stated, prices include packaging.
- Any objections to an invoice must be submitted in writing within two weeks of receipt of the invoice, failing which the invoice shall be deemed accepted.
- Unless otherwise agreed, invoices are payable within 30 days from the invoice date, without deduction, set off or withholding. Payment shall be deemed made on the date the amount is received by Daikin. In the event of late payment, default interest of 12% per annum shall accrue automatically and without prior notice. In addition, we are entitled to recover all costs associated with the collection of the receivable, in particular reminder and collection fees.
- 3.3 Where payment by instalments has been agreed, all outstanding amounts shall immediately become due and payable upon default of any single instalment.
- 3.4 The Seller is entitled to make delivery dependent on advance payment. If an agreed credit limit is reached, or if there are objective indications of deterioration in the Customer's creditworthiness, the Seller may suspend deliveries of goods or services and/or require advance payment or security.

4. DELIVERY

- 4.1 Any indication of delivery times is approximate and non-binding; however, we will make reasonable efforts to meet the stated delivery dates. The Customer shall have no entitlement to compliance with a specific delivery time. Accordingly, delays in delivery shall not give rise to any claims for damages or entitle the Customer to terminate the contract. The same applies if delivery times cannot be met due to force majeure, strikes, or other events beyond our control.
- 4.2 The Customer shall not be entitled to claim contractual penalties, liquidated damages or similar compensation in connection with any delay in delivery.
- 4.3 Partial deliveries are permitted and shall be deemed separate deliveries for all purposes under the contract.
- 4.4 If the Customer is in default of payment in respect of a previous delivery, the Seller may withhold further deliveries until payment has been made in full, without being liable for any loss or damage arising therefrom.
- 4.5 Unless otherwise agreed, deliveries shall be made CIP (Incoterms® 2020), to the agreed place of destination. Risk shall transfer in accordance with the applicable Incoterms®. Any insurance coverage in



excess of that required under the applicable Incoterms® shall only be arranged solely at the Customer's request, at the Customer's expense and subject to separate agreement.

5. ACCEPTANCE OF DELIVERY, TRANSFER OF RISK, DELAY IN ACCEPTANCE

- 5.1 Any damage to the packaging of the goods must be noted on the delivery note and notified to the carrier upon delivery. Acceptance of visible damaged goods should be refused. If the Customer discovers transport damage at a later stage, and in any event, no later than three working days following delivery, the Customer will notify the Seller without undue delay; otherwise, the Customer may lose its claims under the transport insurance.
- 5.2 In cases of transport damage, to the extent the Seller is liable, its sole obligation shall be, at its discretion, repair or replacement of the affected parts. Statutory warranty rights under §§ 922 ff ABGB remain unaffected, unless lawfully modified.
- 5.3 If the Customer is in delay of acceptance, the Seller is entitled, without prejudice to any other rights or remedies and without the need to grant an additional grace period, to invoice the goods as delivered or to store, resell or otherwise dispose of them. In the event of resale or other disposal, a new delivery period shall commence upon receipt of the Customer's written request for delivery.
- 5.4 The Customer shall reimburse all costs and reasonable expenses incurred by the Seller as a result of delay in acceptance, including, without limitation, storage costs, waiting-time charges, handling fees and any additional transport costs.

6. RETENTION OF TITLE

- 6.1 The delivered goods remain the Seller's property until all claims arising from the business relationship have been paid in full. This shall also apply even if the purchase price for specifically designated claims has already been paid.
- 6.2 In the event of processing or further processing of goods subject to retention of title, Daikin shall acquire ownership of the resulting product. If the goods delivered by Daikin are mixed, processed or combined with other items, the Customer hereby assigns to Daikin, in proportion to the invoice value of our claims, ownership or co-ownership rights in the mixed stock or the new item, both in intermediate and final products.
- 6.3 The Customer may resell the goods delivered only in the ordinary course of business. Claims arising from such resale or from any other legal basis against third parties, together with all ancillary rights, are hereby assigned to the Seller as security for present and future claims of the Seller, arising from the business relationship. The Customer shall record this assignment of these receivables in its commercial books no later than at the time of resale.
- 6.4 Prior to full payment of the purchase price, resale is permitted only if the Customer informs the secondary buyer of the prior assignment at the time of resale.
- 6.5 The Customer is entitled to collect the assigned receivables as long as it duly complies with its payment obligations. The Customer shall not be entitled to make any other dispositions regarding the goods subject to retention of title (including transfer by way of security, pledging).
- 6.6 The Customer shall notify the Seller without undue delay of any seizure or other impairment of the goods subject to retention of title and/or the assigned claims and shall inform the third party of our ownership rights. The Customer shall bear all costs incurred by the Seller in protecting or enforcing its ownership



rights and assigned claims.

7. WARRANTY FOR DEFECTS (Gewährleistung)

- 7.1 The Seller provides a warranty for defects existing at the time of delivery in accordance with the applicable statutory provisions, unless otherwise lawfully modified in these GTC.
- 7.2 A warranty claim shall only exist provided that the goods have been installed, commissioned and maintained in accordance with the latest valid Daikin installation, service and operating instructions by Daikin or by a suitably qualified specialist company trained by Daikin.
- 7.3 The warranty periods applicable to the respective product categories are set out in Daikin's current warranty conditions, available at www.daikin-ce.com/en_us/terms-conditions.html. These warranty conditions form an integral part of these GTC and the version valid at the time of delivery shall apply.
- 7.4 The Customer shall notify any recognisable defects in writing within three (3) working days of receipt of the goods and any hidden defects without undue delay upon discovery. Failure to comply may result in the loss of warranty rights.
- 7.5 In the event of a valid warranty claim, the Seller shall, at its discretion, either repair the defect or provide replacement parts or goods. Any further warranty remedies shall only be available to the extent required by mandatory law.
- 7.6 Costs for labour, travel, consumables (such as refrigerants, glycol or lubricants) and installation or removal work shall not be covered by the warranty.
- 7.7 Warranty is excluded for defects resulting from improper installation or handling, non-compliance with operating or maintenance instructions, unsuitable operating conditions, excessive strain, the use of non-Daikin spare parts or consumables, and normal wear and tear of wear parts (including, but not limited to, filters, electrodes, nozzles, brushes, couplings, protective anodes and consumables).
- 7.8 The Customer shall grant the Seller the necessary time and access to perform warranty work. Any repairs carried out without the Seller's prior written approval are excluded from reimbursement and may void warranty coverage.
- 7.9 The warranty period for spare parts or repair works shall be six (6) months from delivery. Replacement or repair shall not restart the original warranty period.
- 7.10 The Seller may suspend performance of warranty obligations for as long as the Customer is in default of any payment obligation towards the Seller.
- 7.11 Daikin may, at its sole discretion, make available hardware and/or software updates, including security updates, bug fixes, performance improvements and functional enhancements. The Customer shall install such updates without undue delay and in accordance with Daikin's instructions. Daikin shall not be liable for any defect, malfunction, loss or damage to the extent caused by Customer's failure to install such updates or to install them correctly and in a timely manner. The Customer is obliged to fully indemnify and hold harmless Daikin if a third party (especially customers of the Customer) raise a claim against the Daikin which is based on a failure of obligation of the Customer according to this Article.

8. EXTENDED COMMERCIAL GUARANTEE

- 8.1 The Customer may, where offered by Daikin, purchase an extended commercial guarantee. Such extended guarantee shall commence upon expiry of the warranty period under section 7. The extended guarantee must be expressly agreed in writing between Daikin and the Customer in a separate agreement. The scope



of coverage and the rights or remedies available under the extended guarantee shall be exclusively determined by the applicable agreement. The extended guarantee shall be valid only if all of the following requirements have been satisfied:

- (1) full payment by the Customer within the agreed payment period;
- (2) Professional installation by Daikin or an authorized Daikin service partner or authorized Customer;
- (3) Use of the product in accordance with the specified operating conditions (including fuel, ambient conditions and other applicable operating requirements);
- (4) Commissioning by Daikin or an authorized Daikin service partner; or
- (5) Regular maintenance carried out and documented by Daikin or an authorized Daikin service partner.

For applied systems (AIR Handling-, Roof-Top-, Water-AIR Cooled Chiller & Heat pump units, Fan Coils):

- (1) Regular maintenance carried out and documented by Daikin or an authorized Daikin service partner;
- (2) Continuous activation and operation of the Daikin On Site connection.

If any of the above-described conditions are not met, Daikin has the right to terminate the extended guarantee agreement with immediate effect. Any fees paid for the extended guarantee shall not be refunded.

8.2. The guarantee shall expire if maintenance required by Daikin is not carried out, not carried out in a timely manner or is not performed by Daikin or by a company authorized by Daikin, or if the Customer fails to comply with the maintenance and service intervals prescribed by Daikin. The burden of proof regarding the proper and timely performance of maintenance and cleaning work shall rest with the Customer.

The guarantee shall also expire if the Customer uses accessories not authorized by Daikin or if the delivered item is modified, repaired or otherwise interfered with by a person or company not authorized by Daikin. Wear parts are not covered by the guarantee. The guarantee shall also expire if the Customer fails to comply with the update obligations set out in Section 7.11.

9. RETURNS

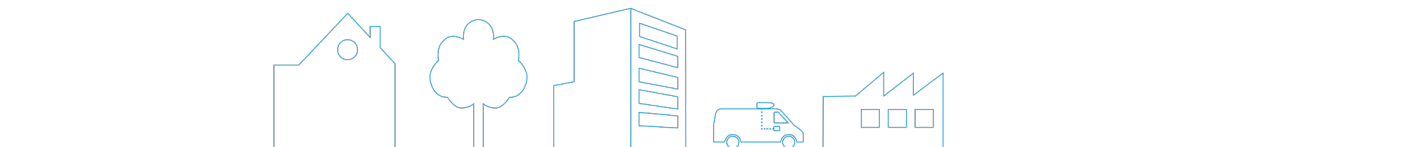
Return of goods are only permitted in accordance with the DACE Information on Customer Returns which can be found here www.daikin-ce.com/en_us/terms-conditions.html, as amended from time to time. Returns require prior approval under the applicable return process and may only be accepted within the time limits, conditions, charges and value thresholds set out therein. The Customer must follow the return request procedure and use the forms and channels prescribed by Daikin. Any return shipment is at the Customer's risk until accepted by Daikin. Credits, if any, will be issued exclusively in accordance with the applicable return policy.

10. ASSEMBLY

Unless expressly agreed otherwise, Customer is responsible for installation and commissioning, using suitably trained personnel and in accordance with all applicable manuals and safety instructions.

II. GENERAL TERMS AND CONDITIONS FOR THE DELIVERY OF SERVICES

The following terms and conditions apply to our customer service, such as installation, commissioning,



inspection and troubleshooting, repair and maintenance.

1. SCOPE OF SERVICES

- 1.1 The exact scope of services is specified in our written offer or in our written order confirmation. Additional services that are not expressly mentioned in the offer or in the order confirmation and that are provided by us at the customer's request will be invoiced separately in accordance with our valid price list. The same applies if an on-site assessment reveals that further services are to be provided.
- 1.2 In the case of systems with remote monitoring, our customer service will only be deployed upon the Customer's request and subject to prior written agreement. We provide services exclusively for devices and system components supplied and/or manufactured by us. The scope of services therefore does not include, among other things, testing third-party system components, leak testing of supply lines installed on site, testing electrical supply or connection lines, or hydraulic balancing of the system. For systems that also consist of third-party system components, we do not carry out an inspection of the entire system as part of our services. In particular, Daikin does not check whether the system is complete and whether it and its safety devices comply with the relevant regulations and the current state of the art.
- 1.3 We are not obliged to verify the accuracy of the information provided by the Customer or of the documents supplied (e.g., system descriptions, diagrams).

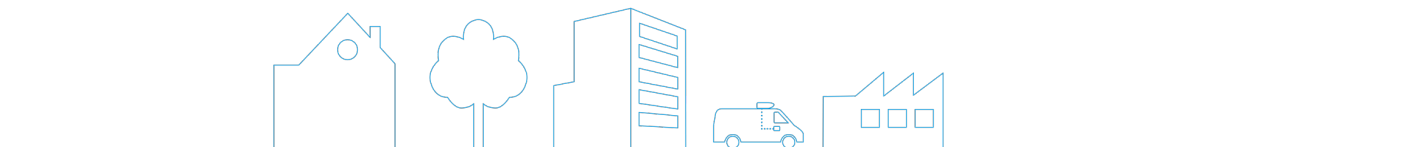
2. COST ESTIMATES

- 2.1 Cost estimates are non-binding and subject to change.
- 2.2 If We have prepared a cost estimate or a flat rate offer, in the event of necessary additional work that can only be determined during implementation and is necessary to ensure functionality and exceeds 10% of the total amount, the Customer's prior approval shall be obtained before such additional work is carried out.

3. COOPERATION OBLIGATIONS

The Customer must ensure that all cooperation required for the proper performance of the services is provided in a timely manner and free of charge.

- 3.1. In particular, the Customer shall
- (i) allow access to the facilities to the extent necessary;
 - (ii) provide all necessary technical infrastructure (e.g., power supply) at their own expense, unless these are to be provided by Daikin on the basis of a special agreement;
 - (iii) ensure that the respective place of use is easily accessible by customer service vehicle;
 - (iiii) ensure that the work site is adequately illuminated and, where necessary, safely accessible for Daikin's employees, including by providing ladders or scaffolding
- 3.2 In the case of systems with remote monitoring, the Customer must ensure the connection to the



telecommunications network.

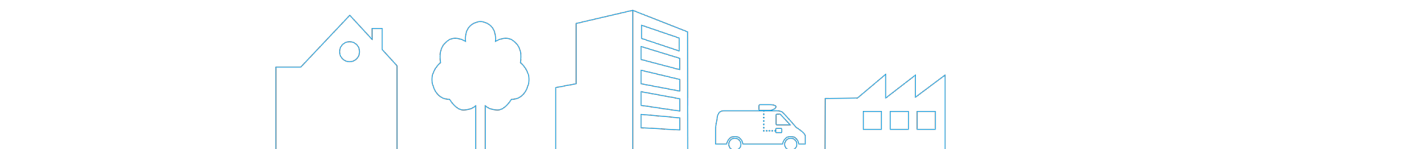
- 3.3 The Customer shall provide all necessary explanations and supply all necessary information and documents to enable the agreed services to be performed smoothly. In particular, the customer must notify us of any changes made by him or third parties to the standard settings, controls, and other parameters, as well as any damage to the system known to him, before the services are commenced.
- 3.4. In the event of commissioning, the Customer shall also fulfil the requirements specified in our commissioning conditions.
- 3.5. If the Customer does not properly fulfil their obligations to cooperate, Daikin is entitled to terminate a service order. Furthermore, the Customer shall bear any additional expenses incurred as a result, including any downtime of our employees who cannot be deployed elsewhere at short notice, as well as costs for additional travel, in accordance with the applicable prices in our price list.

4. PRICES AND TERMS OF PAYMENT

- 4.1. The prices for services are based on the service price list valid at the time the order is placed, unless otherwise stated in our written offer.
- 4.2. Services shall be invoiced based on the actual time spent at the agreed hourly rates, plus travel costs charged either at the agreed flat rate or on the basis of actual expenditure (distance and time).
- 4.3. Our normal service hours are Monday to Thursday from 8:00 a.m. to 5:00 p.m. and Friday from 8:00 a.m. to 12:30 p.m. Outside these service hours, a surcharge of 50% of the applicable service rate shall apply. For work performed on Sundays, public holidays and during night hours between 8:00 p.m. and 7:00 a.m., a surcharge of 100% shall apply.
- 4.4. Spare parts will be charged based on the price list valid at the time of replacement of a system component. Spare parts remain our property until the invoice has been paid in full.
- 4.5. Unless otherwise stated, Invoicing takes place after the service has been performed or in accordance with a written agreement relating to the order.
- 4.6. If an order is cancelled by the Customer or if the place of work / the system is not accessible at the agreed time, 50% of the order value plus travel expenses, but at least EUR 350, will be charged to the Customer.
- 4.7. Unless otherwise stated, invoices are due immediately upon invoicing without any deductions.

5. WARRANTY

- 5.1. We shall perform the services with reasonable care and professional skill. All services are performed by competent personnel.



5.2. Warranty claims shall be excluded if the Customer does not notify recognisable defects in writing within three (3) working days after completion of the services or any hidden defects without undue delay after discovery.

5.3. In all other respects, part I. section 7 (Warranty for defects) of GTC shall apply mutatis mutandis.

III. GENERAL PROVISIONS

1. FORCE MAJEURE

Neither party shall be liable for any failure, delay or partial performance of its obligations to the extent caused by events beyond its reasonable control that could not have been prevented or overcome by reasonable care (force majeure), including, but not limited to, acts of God, natural disasters, war, terrorism, civil unrest, strikes, epidemics, pandemics or governmental measures.

Performance of the affected obligations shall be suspended for the duration of the force majeure event. The affected party shall notify the other party without undue delay and shall use reasonable efforts to mitigate the effects of the force majeure events.

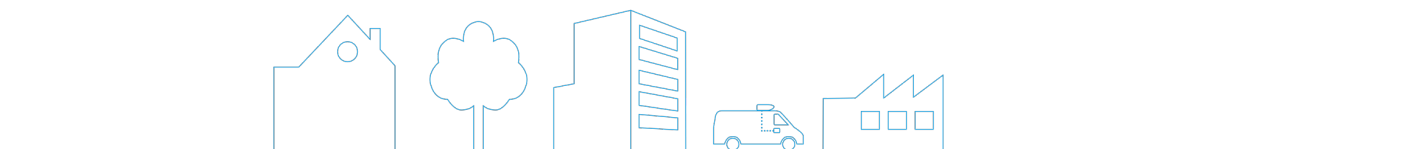
If the force majeure event continues for more than twenty-eight (28) consecutive days, either party shall be entitled to terminate the affected part of the contract for good cause by written notice, without liability for such termination.

2. TERMINATION FOR CAUSE

The Seller shall be entitled to terminate the contract, or any part thereof, with immediate effect by written notice and to declare all outstanding amounts immediately due and payable if:

- (a) insolvency proceedings are applied for or opened over Customer's assets;
- (b) enforcement measures are taken against the Customer's material assets and are not lifted within fourteen (14) days;
- (c) the Customer ceases, or threatens to cease, substantially all of its business operations; or
- (d) the Customer is in material payment default despite and fails to remedy such default within a reasonable period following a written reminder.

3. LIABILITY



The Seller shall be liable for intent and gross negligence in accordance with Austrian law.

Liability for slight negligence is excluded, as is liability for indirect or consequential loss (including loss of profit, savings, production downtime or third-party claims against Customer), in each case to the extent permitted by law.

Nothing in this clause limits liability for personal injury, fraud, wilful misconduct or any liability that cannot be excluded or limited under applicable law.

If damage arises from the defective quality of goods delivered to us, we shall also only be liable to the extent that the manufacturer or upstream supplier is liable to us. In any case, our liability shall be limited to the invoice value of the goods complained about.

4. ENVIRONMENT, PERMITS AND ENVIRONMENTAL COMPLIANCE

4.1 The Customer shall bear and be solely responsible for all costs, charges and expenses arising from or in connection with the decommissioning, dismantling, recycling and disposal of all or part of the goods and shall have no right to make any recourse claims against the Seller or demand any contributions from the Seller in respect of such costs, charges and expenses.

4.2 The Customer shall be responsible for obtaining and complying with all relevant permits, licenses, concessions, and approvals from the competent authorities, as well as for complying with all legal and regulatory requirements in connection with the storage, assembly, operation, use, maintenance, repair, transport, decommissioning, dismantling and disposal of the goods.

4.3 The Customer acknowledges that certain goods may be subject to mandatory statutory obligations relating to take-back, recycling or recovery (including, where applicable, packaging, WEEE, batteries or similar regulations). Nothing in these GTC shall limit or exclude such mandatory obligations.

4.4 Upon reasonable request, the Customer shall provide reasonable cooperation to the Seller in connection with the fulfilment of such obligations and shall provide relevant information and documentation reasonably required for that purpose.

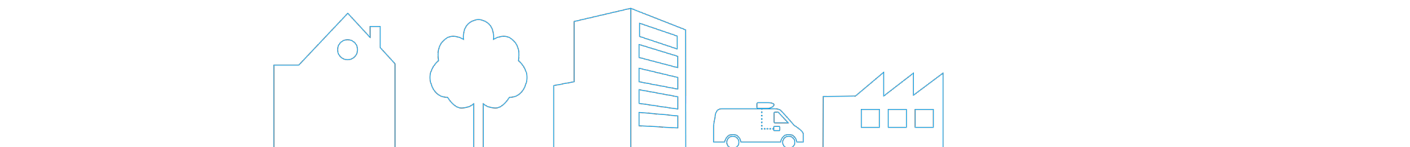
4.5 If the Customer sells all or transfers all or part of the goods to a third party, the Customer shall ensure that such third party is informed of and complies with the obligations set out in this clause and, to the extent legally permissible, complies with them.

5. CONFIDENTIALITY

All information and/or instructions, whether in written or oral form, relating to the goods, services or Daikin's business operations, which are provided to the Customer, shall not be disclosed to any third party without the Seller's prior written consent, unless such information and/or instructions are already in the public domain without breach of this clause, or where disclosure is required by law.

Where disclosure is legally required, the disclosing party shall, to extent permitted by law, give prior notice and reasonably cooperate to limit the scope of such disclosure.

6. INDUSTRIAL PROPERTY RIGHTS



All intellectual property rights in or relating to the goods, services and to any associated designs, documentation, software, data or other materials remain exclusively vested in the Seller. The Customer shall acquire no other rights than those strictly necessary for the agreed contractual use. Removal of trademarks or notices, and any copying, disclosure or use beyond the agreed purpose, is prohibited without the Seller's prior written consent. The Customer is solely responsible for all information, specifications and materials it provides to the Seller and shall indemnify and hold the Seller harmless from any claims, losses or damages arising from their use, including third-party intellectual property infringement claims.

7. PERSONAL DATA

Each party processes the other party's business contact data as an independent controller for contract performance and relationship management in accordance with the GDPR and applicable Austrian data protection law.

We process the Customer's personal data received in connection with an order for order fulfilment, delivery of goods and related services, customer relationship management, internal administration and compliance with legal obligations. For these purposes, data may be shared with third parties acting under appropriate confidentiality and data protection commitments.

The Customer agrees that we may obtain credit information from credit reference agencies or credit insurers and disclose necessary customer data (e.g. identification and contact details, order and payment history) to such companies. The Customer further agrees that we and other Daikin group companies (listed at www.daikin.com) may use the Customer's contact details and order history for our own B2B marketing and may contact the Customer by telephone, email or other electronic means. This consent may be withdrawn at any time.

Further details on data processing and data subject rights are available in our Data Protection Policy at https://www.daikin.eu/en_us/data-protection-policy.html.

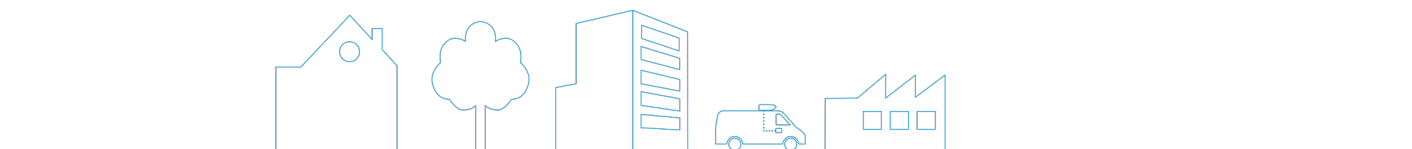
8. DATA ACT

Certain products manufactured by Daikin and certain related services qualify as connected products or related services under Regulation (EU) 2023/2854 (the "EU Data Act") and generate or process usage data ("Product Data"). The Customer's rights of access to and use of Product Data, as well as the conditions under which Daikin may use and share such Product Data, are governed by the EU Data Act and are described in further detail on https://www.daikin-ce.com/en_us/data-access-and-sharing-notice.html, which forms an integral part of these GTC.

Nothing in these GTC shall limit or exclude any mandatory rights or obligations arising from the EU Data Act or other applicable Belgian or European legislation.

9. RESTRICTIONS ON RESALE AND EXPORT

The Customer agrees not to resell, transfer, export, re-export or transfer, directly or indirectly, the goods to (i) countries outside the EU, or to (ii) countries subject to sanctions by the EU, the United Nations, the United States, Canada, the United Kingdom, Japan or other authorities (including, currently, for merely informative and non-exhaustive purposes, the regions of Crimea, Sevastopol, Donetsk, Luhansk, Zaporizhzhia, Kherson,



as well as countries such as Russia, Belarus, Iran and North Korea) unless the Seller is informed by the Customer prior to the operation, and the Customer obtains prior written authorization from the Seller.

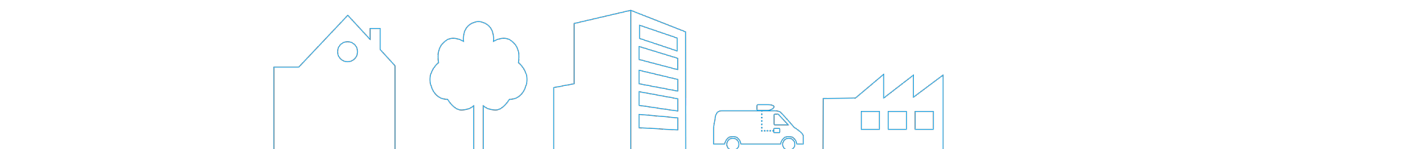
The Customer guarantees that the goods will not be destined for (i) individuals subject to international sanctions or (ii) legal entities, for more than 50% controlled by or that have attributed decision-making and managerial powers to the individuals referred to in point (i) above. It is possible to consult the list of sanctioned subjects at the following address: (https://my.daikin.eu/denv/en_US/library/trade-control.html), without prejudice to any official information channel of the competent authorities that the Customer should consult as first source of information.

Furthermore, the goods may not be resold or used for the production, development, stockpiling, maintenance of weapons of mass destruction or related missile systems, or for incorporation into military equipment or development of military equipment in countries subject to international arms embargo.

The Customer must inform its dealers of these restrictions and include similar clauses in its resale agreements.

In the event of a breach, Daikin reserves the right to terminate the sales contract with immediate effect by means of written notice and, within the limits of the law, suspend or interrupt the guarantee of conformity and/or of suitability for use of the equipment and/or any after-sales service or technical assistance; additionally, Daikin reserves the right to request compensation for prejudice, damages, costs or sanctions or any other charge generated by the Customer's non-fulfilment of this clause.

In the event of violation of the import/export restrictions referred to in this clause, or the breach of this clause, by the Customer, Daikin assumes no responsibility for defects or guarantees (related to the goods). Daikin also reserves the right to cancel any supply (of goods) if considered as violating laws on trade control, the Daikin Handbook of Corporate Ethics (https://www.daikin.eu/en_us/corporate-ethics.html) and the



ethical principles of Daikin, or in case it damages Daikin's reputation.

10. NOTICES

Notices must be in writing and may be delivered by courier with proof of delivery or by email to the last notified business address or email address.

Email notices are deemed received when sent, provided that no automated non-delivery or out-of-office message is received and that the sender retains reliable transmission records.

11. SEVERABILITY CLAUSE

If any provision of these General Terms and Conditions or of any contract concluded between the Seller and the Customer is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. The parties agree that the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as legally possible to the commercial and economic purpose intended by the parties. The same shall apply in the event of any omission or contractual gap.

12. PLACE OF JURISDICTION AND APPLICABLE LAW

The exclusive place of jurisdiction shall be Vienna, Austria.

These GTC shall be governed by and construed in accordance with Austrian law, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

These General Terms and Conditions for the sale of Daikin products are also available online at www.daikin-ce.com/en_us/terms-conditions.html

