General Terms and Conditions of Sale and Service
Version as of August 22, 2025

A. General Terms & Conditions

1. Scope

1.1. These General Terms and Conditions of Business (hereinafter referred to as Terms & Conditions) apply to all contracts of FAS - Flüssiggas-Anlagen GmbH (hereinafter referred to as FAS) with the customer as a trading partner, insofar as the customer is an entrepreneur within the meaning of Section 310(1) of the German Civil Code (BGB).

1.2. The supplementary conditions under Section B for contracts for deliveries and other services also apply. For work and construction services provided by FAS in connection with its deliveries or separately, the supplementary provisions under Section C apply, together with the conditions under Section B and this section.

1.3. The following Terms & Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as FAS has expressly agreed to their validity. This requirement of consent applies in all cases, even if FAS performs a service for the customer without reservation, in the knowledge of conflicting general terms and conditions of the customer.

2. Offers and conclusion of contract

2.1. The offers contained in the catalogs and sales documents of FAS and on the internet – unless expressly designated as binding – are always subject to change, i.e. are only to be understood as an invitation to submit an offer. Orders shall only become binding for FAS when they are confirmed in writing by FAS. In the event of immediate execution of the order, the delivery note or the goods invoice shall also be deemed to be the order confirmation.

2.2. Product descriptions and product sheets do not constitute guarantees – unless expressly designated as such – but are merely quality indications.

2.3. With the exception of managing directors or authorized officers, employees of FAS are not entitled to make verbal agreements that deviate from these Terms & Conditions. This applies in particular to the provision of guarantees.

2.4. FAS shall only pass on guarantees from manufacturers, without any guarantee obligation of its own.

2.5. Obvious mistakes, typographical, printing and calculation errors are not binding for FAS. Unless otherwise agreed, the documents belonging to the offer, such as illustrations, drawings, calculations, weights, and dimensions, are only approximate. Such information, in particular information on the performance and usability of the products supplied, and DIN standards shall only be deemed to be agreed qualities if FAS expressly confirms this. Unless otherwise agreed, samples and specimens shall be regarded as approximate illustrative items for quality, dimensions, and colors.

B. Supplementary conditions for delivery of goods

3. Changes to the service

Requests by the customer for subsequent changes to or cancellation of the order may only be accepted on the basis of a special agreement and only provided that production or cutting has not yet begun.

4. Nature of the service, tolerances

4.1. The manufacturer reserves the right to make changes to the design or shape, deviations in color, and changes to the scope of delivery during the delivery period, provided that the changes or deviations are reasonable for the customer, taking into account the interests of FAS. If FAS or the manufacturer use symbols or numbers to designate the order or the ordered delivery or service, the customer cannot derive any rights from this alone in relation to the specification of the delivery item or the scope of delivery.

4.2. Partial services and partial deliveries are permitted to a reasonable extent. FAS may invoice payments on account to a reasonable extent.

5. Prices and payment

5.1. Unless otherwise agreed in individual cases, the current prices of FAS at the time of conclusion of contract shall apply, ex works.

5.2. Value added tax is not included in the price; it shall be itemized separately on the invoice at the statutory rate on the date of invoicing.

5.3. Unless otherwise agreed, in particular if no payment deadlines are stated on the invoice, the purchase price/remuneration claims stated on the invoices of FAS are due immediately and are payable without deduction on receipt of the invoice.

6. Delivery times and delay

6.1. Compliance with a delivery deadline presupposes that the order has been fully clarified, in particular that all specifications, documents, necessary approvals, and releases to be provided by the customer have been received in good time and that cooperation services or advance payments have been provided. The deadline shall be extended by the period during which the customer is in default with its contractual obligations.

6.2. The delivery deadline shall be deemed to have been met if the delivery item has left the FAS factory or notification of readiness for shipment has been sent by the time the deadline expires. If acceptance testing is to take place, the time at which acceptance takes effect shall be definitive.

6.3. If the customer is in default of acceptance or culpably violates other obligations to cooperate, FAS is entitled to demand compensation for the damage caused by the delay, including any expenses.

6.4. A performance or delivery period shall be extended appropriately – even within a delay – in the event of force majeure and any unforeseen obstacles occurring after conclusion of the contract for which FAS is not responsible (in particular operational disruptions, strikes, lockouts, disruption of transport routes, epidemics, pandemics), insofar as such hindrances can be proven to have a significant influence on the intended performance or delivery. This also applies if these circumstances affect FAS's suppliers, sub-suppliers, or subcontractors. FAS shall inform the customer of the beginning and end of such hindrances as soon as possible. The customer may demand a declaration from FAS as to whether it will withdraw from the contract or deliver within a reasonable period. If FAS does not respond promptly, the customer may withdraw from the contract.

7. Delivery, place of fulfillment, shipping costs, transfer of risk, packaging

7.1. Delivery shall be ex works of FAS, which is also the place of performance. At the customer's request, the goods may be shipped to another destination (so-called "sale to destination"). Unless otherwise agreed, FAS is entitled to determine the type of shipping (in particular the transport company, shipping route, packaging) itself.

7.2. In the case of sale to destination (see Section 7.1.), the customer shall bear the shipping costs ex works and the costs of any transportation insurance requested. The customer shall bear the additional costs if they wish to use a shipping method other than the cheapest or a packaging method other than that offered.

7.3. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over.

7.4. In the case of sale to destination (see Section 7.1), the risk shall pass to the customer as soon as FAS has delivered the goods to the forwarding agent, carrier, or other person or institution designated to carry out the shipment.

8. Retention of title

8.1. FAS shall retain title to the goods (reserved goods) until the purchase price has been paid in full. FAS shall retain title to goods which the customer purchases from FAS within the framework of an ongoing business relationship until all claims arising from the business relationship, including future claims – also from contracts concluded at the same time or at a later date – have been settled. This shall also apply if individual or all claims have been included by FAS in a current invoice and the balance has been established and recognized.

8.2. In the event of breach of contract by the customer, in particular non-payment of the purchase price due, FAS is entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the retention of title and withdrawal. If the customer does not pay the purchase price due, FAS may only assert these rights if FAS has previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.

8.3. If the reserved goods are combined with other goods by the customer, FAS is entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods and the processing value. If FAS's ownership expires due to combination, mixing, or processing, the customer shall transfer to FAS at the time of conclusion of the contract the ownership rights to the new item to which the customer is entitled to the extent of the invoice value of the reserved goods and shall store them for FAS free of charge. The property rights arising in accordance with this provision shall be deemed to be reserved goods within the meaning of Section 8.1.

8.4. The customer shall inform FAS immediately of any access by third parties to the reserved goods and the assigned claims. The customer may only sell the reserved goods in the ordinary course of business under its normal terms and conditions and as long as it is not in default, provided that the claims from the resale are transferred to FAS in accordance with the following Sections 8.5 and 8.6. The customer is not entitled to dispose of the reserved goods in any other way. Installation of the goods in a building or on an aircraft or ship shall also be deemed to constitute resale.

8.5. The customer hereby assigns to FAS any claims of the customer arising from the resale of the reserved goods. FAS hereby accepts that assignment. It shall serve as security to the same extent as the reserved goods. If the reserved goods are sold by the customer together with goods of third parties, the claim from the resale shall be assigned in the ratio of the invoice value of the reserved goods to the other goods sold. In the case of the sale of goods in which FAS has co-ownership pursuant to Section 8.3, the customer shall assign to FAS the part corresponding to FAS's ownership.

8.6. The customer shall remain authorized to collect the claim in addition to FAS. FAS undertakes not to collect the claim as long as the customer meets its payment obligations to FAS, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in its ability to pay. If this is the case, however, FAS may demand that the customer immediately inform its customers of the assignment to FAS – unless FAS does so itself – and to provide FAS with the information and documents required for collection, which may include the names and addresses of debtors. Under no circumstances shall the customer be entitled to assign the claim further. Assignment by way of genuine factoring is only permitted for the customer on condition that the customer notifies FAS of this by disclosing the factoring bank and the accounts held there by the customer and that the factoring proceeds exceed the value of the secured claim of FAS. When the factoring proceeds are credited, the claim of FAS shall become due immediately.

8.7. FAS undertakes, at the customer's request, to release the securities to which FAS is entitled, selected at its discretion, to the extent that their realizable value exceeds the claims to be secured by 10%.

9. Liability for defects

9.1. FAS shall be liable for material defects in the goods with exclusion of further claims – subject to Section 19 (Liability for damages) – as follows:

9.2. The customer shall inspect the goods immediately on delivery and, if a defect is found, notify FAS immediately in writing. In the case of recognizable defects, FAS shall receive notification within 6 days of delivery of the goods at the latest, unless special circumstances justify a longer period. The customer shall bear the burden of explanation and provision of proof for these circumstances. If the defects are not recognizable during the inspection on delivery, notification shall be provided immediately on discovery of the defects.

9.3. The customer is also obliged to inspect for recognizably damaged shipments (e.g. damaged shipping packaging) immediately in the presence of the carrier. If damage to the goods is externally recognizable, this shall be documented (e.g. textual description of the damage according to type, location, and extent, photographs, etc.), reported to the carrier, and noted on the confirmation of receipt/delivery note. The customer shall notify the carrier and FAS of any damage that cannot be identified externally as soon as it is discovered.

9.4. All parts which prove to be defective as a result of circumstances prior to the transfer of risk shall be repaired or replaced – at the discretion of FAS – free of charge. The customer shall set FAS a reasonable deadline for rectification.

9.5. The customer shall give FAS the time and opportunity required for the supplementary performance due, in particular to hand over the defective goods to FAS for inspection purposes. The goods about which the complaint has been made shall be delivered free of charge to the FAS factory (Peiner Strasse 217, 38229 Salzgitter, Germany). If it is not possible to transport the goods to the aforementioned factory, FAS shall carry out any necessary inspections and measures to rectify defects at the location of the goods. The customer shall reimburse the costs of travel to and from the location and any accommodation and subsistence costs. In the event of a replacement delivery, the customer shall return the defective goods/defective parts to FAS in accordance with the statutory provisions.

9.6. If the customer carries out modifications or repair work improperly and without the prior approval of FAS or has such work carried out by a third party, the liability of FAS for the resulting defects shall be waived unless the customer proves that the modifications carried out did not cause the defects. The customer shall have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from FAS only in urgent cases involving danger to operational safety or prevention of disproportionately large-scale damage, in which case FAS shall be notified immediately.

9.7. The expenses incurred for the purpose of supplementary performance, in particular transport, travel, labor, and material costs, shall be borne by FAS.

9.8. If the supplementary performance has failed or a reasonable deadline set by the customer for supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the contract or reduce the purchase price. Withdrawal is excluded in the case of minor defects.

9.9. Claims for damages or compensation for futile expenses shall only exist in accordance with Section 19 (Liability for damages) and are otherwise excluded.

10. Costs of voluntary return of goods

10.1. FAS is not obliged to take back goods from properly fulfilled purchase contracts. In principle, the customer therefore does not have the right to return goods to FAS that are not defective.

10.2. Any arrangement to the contrary shall only apply by way of exception if FAS expressly agrees to take back the goods.

10.3. If FAS agrees to take back the goods, the customer shall return the goods to FAS carriage paid.

10.4. For the return of goods from properly fulfilled contracts, FAS shall charge a fee of 15% of the gross value of the goods, with a minimum of €150.00. These costs shall be deducted from the original purchase price, which FAS shall refund to the customer within 3 weeks of receipt of the goods by FAS. If the costs of taking back the goods exceed the purchase price to be refunded, FAS is entitled to demand an advance payment in the amount of the return. FAS is only obliged to accept returned goods after the advance payment has been received by FAS. FAS shall notify the customer of receipt of the payment.

10.5. If inspection of the goods returned in accordance with Section 10.3 reveals that the customer has already used the goods, FAS is not obliged to refund the purchase price. In this case, FAS shall return the goods to the customer. The customer shall bear the costs of this return shipment. In the event of a dispute, the customer shall bear the burden of proof that the goods returned to FAS in accordance with Section 10.3 have not been used.

C. Supplementary conditions for work and construction services

11. Scope of services/order of precedence

11.1. The nature and scope of the service shall be determined by the agreements made between the parties, including the associated plans, drawings, and calculations.

11.2. The contractual components – if any – apply in the following order of precedence:

a) Order of the client/order confirmation
b) Any record of award of the tender
c) Any service specifications including preliminary remarks, drawings, and planning documents
d) Any construction schedule
e) Any payment plan
f) The General Terms and Conditions of Sale and Service of FAS
g) The provisions of the German Civil Code (BGB)

11.3. There is no contradiction between the contractual components if a subordinate contractual component supplements or substantiates a preceding one.

12. Changes to construction services

12.1. If the services due are construction services within the meaning of Section 650a BGB, Sections 650b, 650c and 650d BGB shall apply to subsequent changes to services by the client or to other additional services.

12.2. The contractor shall only be obliged to perform amended or additional services if the parties reach a corresponding agreement or if the client effectively orders the amended/additional services in accordance with Section 650b(2) BGB.

12.3. The client may not order changes to services if the contractor cannot reasonably be expected to carry them out. The changes shall be deemed to be unreasonable in particular if the contractor's business operations are not equipped to implement the changes or if there is currently no capacity to carry out the changes/additional services. In this case, the contractor may refuse to prepare an offer for the additional or reduced remuneration for the changes in performance, see Section 650b(1) sentence 2 BGB.

12.4. The parties shall agree on the effects on any contractual deadlines. In the absence of such an agreement, the contractor shall not be in default with regard to the originally agreed contractual deadlines if the commissioned or ordered service changes or additional services objectively lead to an extension of the construction period.

13. Hindrances

13.1. If the contractor believes that it is hindered in the proper execution of its services, it shall notify the client at least in text form.

13.2. The performance deadlines shall be extended if the hindrance is caused:

a) by a circumstance from the area of risk for which the client is responsible;
b) by a strike or lockout ordered by the employers' trade association in the contractor's company or in a company working directly for the contractor;
c) by force majeure or other circumstances that are unavoidable for the contractor.

13.3. The performance period shall be extended even without notification of the hindrance if the client was aware or should have been aware of the objective fact causing the hindrance and its obstructive effect.

13.4. The extension of the deadline is calculated according to the duration of the hindrance with an appropriate allowance for the resumption of services and any delay due to an unfavorable time of the year.

13.5. If one party to the contract is responsible for the hindrances, the other party shall be entitled to compensation for the damage demonstrably incurred. However, a claim for payment of loss of profit is only possible in the case of intent or gross negligence. Otherwise, the rights under Section 642 BGB remain unaffected.

14. Deadlines

14.1. Compliance with contractual deadlines presupposes that the client has carried out the necessary preparatory work and provided all information required to meet the deadlines. If the start of construction or a deadline cannot be met due to a delay in construction progress, a new deadline shall be agreed.

14.2. The contractor shall not be in default as long as a reasonable grace period set by the client has not expired without result. This shall not apply if the effect of Section 286(2) BGB has been expressly agreed for the deadline.

15. Acceptance

15.1. The client is obliged to accept the service provided in accordance with the contract. Acceptance cannot be refused due to minor defects.

15.2. A service shall also be deemed to have been accepted if the contractor has set the client a reasonable deadline after completion of the service and the client has not refused acceptance within that deadline, stating at least one significant defect.

15.3. If the client refuses acceptance without justification, acceptance shall nevertheless take effect on expiry of the acceptance period set.

16. Remuneration

The remuneration is based on the agreements between the parties. If the parties have not reached a remuneration agreement, Section 632(2) BGB applies.

17. Payments on account

The contractor shall be entitled to issue partial invoices in accordance with the payment schedule. Otherwise, Section 632a BGB applies.

18. Termination

Terminations shall be made in writing.

D. Common provisions

19. Liability for damages

19.1. Unless otherwise stated in these Terms & Conditions, including the following provisions, FAS shall be liable in the event of a breach of contractual or non-contractual obligations in accordance with the relevant statutory provisions.

19.2. FAS shall only be liable for any damage incurred if it is based on a breach of a material contractual obligation or the result of gross negligence or intentional behavior on the part of FAS or its vicarious agents. If a material contractual obligation is breached due to minor negligence, the liability of FAS shall be limited to the foreseeable damage typical for the type of contract. A material contractual obligation exists in the case of obligations, compliance with which makes the proper execution of the contract possible in the first place and on compliance with which the customer has relied and was entitled to rely.

19.3. Any further liability for damage is excluded.

19.4. Liability for culpable injury to life, limb, or health in accordance with the statutory provisions remains unaffected. This also applies to mandatory liability under the Product Liability Act.

19.5. The limitations of liability do not apply if FAS has fraudulently concealed a defect or has assumed a guarantee for the quality of the service.

20. Limitation period

20.1. The period for the customer to assert claims for defects is one year from the start of the statutory limitation period. If the customer can no longer demand delivery of a defect-free item or rectification of the defect as a result of the limitation period, claims for damage can no longer be made on that basis. This does not apply if FAS has breached its obligation to deliver a defect-free item or remedy the defect at a time when the period for the customer's claim had not yet expired. The statutory limitation periods shall apply to claims for damages made on this basis. In all other respects, the statutory limitation period shall apply to claims for damages.

20.2. The provisions of Section 20.1. shall not apply if the law prescribes longer periods, in particular in the case of intent, fraudulent concealment of a defect, non-compliance with a guarantee, liability for damages resulting from intentional or negligent injury to life, limb, or health, breach of material contractual obligations, and liability for other damages resulting from intentional and grossly negligent breach of obligation; the limitation period in these cases shall expire in accordance with the statutory provisions.

20.3. If FAS supplies buildings or items for buildings within the meaning of Section 438(1) No. 2 BGB or if FAS provides a (work) service within the meaning of Section 634a(1) No. 1 and No. 3 or if FAS provides a service similar to a building service or a service on a building within the meaning of Section 634a(1) No. 2 BGB, the statutory limitation periods shall apply to the assertion of claims for defects and claims for damage.

20.4. The statutory provisions on suspension of expiry, suspension and recommencement of time limits remain unaffected.

21. Force majeure

21.1. In cases of force majeure, the party affected by this shall be released from the obligation to deliver or accept for the duration and to the extent of the impact. At the same time, the other party's counter-performance obligation is also suspended to the same extent and for the same duration. This shall not entail automatic termination of the contract.

21.2. Force majeure is any event beyond the control of the respective party which prevents it from fulfilling its obligations in whole or in part, in particular fire damage, floods, strikes, lawful lockouts, operational disruptions for which it is not responsible, epidemics, pandemics, and official decrees. Supply difficulties and other performance disruptions affecting FAS's upstream suppliers shall be deemed to be force majeure if the upstream supplier is prevented from providing the service incumbent upon it by an event of force majeure.

21.3. The affected party shall immediately notify the other party of the occurrence and cessation of force majeure and shall make every attempt to limit the effects of force majeure as far as possible.

21.4. In the event of force majeure, the parties shall agree on how to proceed and adapt their obligations to the changed circumstances in good faith, in particular in determining whether the products not delivered during this period are to be delivered subsequently after the force majeure has ended. Notwithstanding the above, either party shall be entitled to cancel the individual orders affected if the force majeure lasts for more than three (3) months from the agreed delivery date. The right of each contracting party to terminate the contract for good cause in the event of prolonged force majeure remains unaffected.

22. Offsetting, retention

Offsetting is only permitted against undisputed or legally established counterclaims, unless the counterclaims are from the same contractual relationship. The same applies to the assertion of rights of retention.

23. Choice of law, place of jurisdiction

23.1. These Terms & Conditions and all legal relationships between FAS and the customer shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

23.2. The exclusive place of jurisdiction for all disputes arising from or in connection with the legal relationship between FAS and the customer, including the validity of contracts and of these Terms & Conditions, is Braunschweig. FAS reserves the right to take legal action against the customer at the customer's place of business.