VAKUISOTHERM©
THE SUPERINSULATION COMPANY

General Terms and Conditions of Sale and Delivery

Version: November 2026

1. Scope of Application

1.1 These General Terms and Conditions of Sale and Delivery (hereinafter the "Terms") apply to all offers, deliveries and services of Vaku-Isotherm GmbH (hereinafter "Vaku-Isotherm" or "we") to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter the "Customer").

1.2 These Terms apply exclusively. Any terms and conditions of the Customer that conflict with or deviate from these Terms shall form part of the contract only if we have expressly consented to their application in text form. The unconditional acceptance of orders, delivery, performance or receipt of payments does not constitute consent to third-party terms and conditions.

1.3 These Terms also apply to future transactions of the same kind with the Customer without the need for us to refer to them again in each individual case, provided that they have been validly incorporated into the business relationship.

1.4 Contracts with consumers within the meaning of Section 13 BGB are not concluded on the basis of these Terms. Before the contract is concluded, the Customer must inform us if, contrary to its representations, it is not acting in the course of its commercial or self-employed professional activity.

2. Offers, Conclusion of Contract and Documents

2.1 Our offers are subject to change and non-binding unless expressly designated as binding. A contract is concluded only upon our order confirmation in text form, execution of the order or provision of the goods for collection.

2.2 Our order confirmation determines the scope of the delivery or service owed. Amendments and additions must be made in text form to be effective. Individual agreements take precedence over these Terms.

2.3 We reserve ownership rights and copyrights in cost estimates, drawings, samples, calculations, technical documents, product illustrations and other documents. Without our prior consent, they may not be made available to third parties, reproduced or used for purposes other than the contractual purpose.

2.4 We reserve the right to make deviations from illustrations, descriptions, samples and previous deliveries that are technically necessary, customary in the trade or reasonable, provided that they do not materially impair the agreed usability.

3. Prices, Taxes and Payment Terms

3.1 Unless otherwise agreed, our prices are ex works or warehouse, plus packaging, freight, transport insurance, customs duties, other incidental costs and statutory value added tax at the applicable rate.

3.2 Invoices are due for payment without deduction on the date specified in the invoice or order confirmation. If no payment period is specified, the invoice amount is due immediately upon receipt of the invoice.

3.3 In the event of late payment, the statutory provisions apply. We are entitled to withhold further deliveries until all due amounts have been paid in full and to require reasonable advance payment or security.

3.4 The Customer may set off counterclaims only if they are undisputed or have been established by a final and binding judgment. The Customer may exercise a right of retention only to the extent that its counterclaim arises from the same contractual relationship.

3.5 If, after conclusion of the contract, we become aware of circumstances that justify reasonable doubts as to the Customer's solvency or creditworthiness, we may make outstanding performance conditional upon advance payment or the provision of security. If the Customer fails to comply with a justified request within a reasonable period, we may withdraw from the contract subject to the statutory requirements.

4. Delivery Terms, Place of Performance and Transfer of Risk

4.1 Unless otherwise agreed, the place of performance for deliveries is our supplying plant or warehouse in Frankenberg/Sa.

4.2 Unless otherwise agreed, delivery is ex works or warehouse. We determine the method of shipment, shipping route and carrier at our reasonable discretion. The risk of accidental loss of or accidental deterioration of the goods passes to the Customer upon handover of the goods to the forwarding agent, carrier or other third party designated to carry out shipment. This also applies to partial deliveries and where we have undertaken additional services, in particular shipment or installation.

4.3 If shipment or handover is delayed at the Customer's request or due to a circumstance for which the Customer is responsible, risk passes to the Customer upon notification that the goods are ready for shipment or collection. The Customer bears any additional storage, handling and consequential costs.

4.4 Partial deliveries are permitted insofar as they are reasonable for the Customer. Each permissible partial delivery may be invoiced separately.

4.5 We arrange transport insurance only by express agreement and at the Customer's expense.

5. Delivery Periods and Delay in Delivery

5.1 Delivery periods and delivery dates are binding only if we have expressly confirmed them as binding. Delivery periods commence only once all technical and commercial matters have been clarified, the Customer has provided all required documents, approvals and items to be supplied by it, and agreed advance payments or security have been received.

5.2 Subsequent changes requested by the Customer extend agreed periods by a reasonable amount. The same applies to delays resulting from missing or incorrect information, late approvals or other breaches of the Customer's duties to cooperate.

5.3 If we are in delay with delivery, the Customer's rights are governed by the statutory provisions and the limitations of liability in these Terms. Withdrawal from the contract or damages in lieu of performance generally require the unsuccessful expiry of a reasonable additional period set by the Customer, unless such a period is not required by law.

5.4 At our request, the Customer must declare within a reasonable period whether it withdraws from the contract due to the delay, claims damages in lieu of performance or continues to insist on delivery.

6. Force Majeure and Other Impediments to Performance

6.1 Events of force majeure and other circumstances beyond our control that prevent us from performing on time or properly release us from our obligation to perform for the duration and to the extent of their effects. This applies in particular to natural events, fire, pandemics or epidemics, war, terrorism, embargoes, sanctions, official measures, industrial action, shortages of energy or raw materials, cyberattacks, failures of IT, communications or energy supply, substantial transport or operational disruptions, and delivery failures or delays affecting key suppliers for which we are not responsible.

6.2 In such cases, agreed periods are extended by a reasonable amount. We will inform the Customer of the beginning and expected end of the impediment as soon as this is possible with reasonable effort.

6.3 If the impediment lasts longer than three months or it is foreseeable that it will not end within a reasonable time, either party may withdraw from the contract in respect of the part not yet performed. Any consideration already provided will be refunded; further claims in this respect exist only in accordance with Clause 15.

7. Customised Products, Approvals and Changes

7.1 Where products are manufactured in accordance with drawings, dimensions, specifications, samples, calculations or other requirements supplied by the Customer, the Customer is responsible for their accuracy, completeness and technical suitability, as well as for the necessary approvals. This applies in particular to dimensions, tolerances, parts lists, installation conditions and interfaces with other components.

7.2 The Customer must check order documents, drawings and approval documents without undue delay. By giving its approval, it confirms their accuracy and completeness. Any apparent inconsistencies or missing information must be reported to us before production begins.

7.3 Changes after approval or the start of production require our consent. The Customer bears the resulting additional costs, as well as costs for materials already procured, work in progress or finished goods and any necessary changeovers. Agreed delivery dates are postponed by a reasonable amount.

7.4 If an order for customised products or products that cannot otherwise be utilised is cancelled, the Customer must reimburse the expenses incurred up to cancellation, the costs of commitments already entered into and lost profit in accordance with the statutory provisions. The Customer remains entitled to prove that no loss or a substantially smaller loss has occurred.

7.5 Unless otherwise agreed, production- and material-related tolerances in dimensions, weight, colour, surface finish and quantity are permissible within the relevant technical rules or the tolerances specified in our product documentation.

8. Product Information and Contractually Agreed Characteristics

8.1 The contractually agreed characteristics are determined exclusively by the order confirmation and the technical documents, specifications or product data sheets expressly incorporated therein. Public statements, advertising, samples and other product information do not create any obligation beyond the contractually agreed characteristics unless they have expressly become part of the contract.

8.2 Information on thermal conductivity, thermal insulation performance, ageing, service life, load-bearing capacity or other technical properties applies exclusively under the specified testing, measurement, storage, processing and operating conditions. Values obtained from tests or calculations cannot automatically be transferred to every specific design or application.

8.3 A guarantee, in particular a guarantee of quality or durability within the meaning of Section 443 BGB, is given only if we have expressly designated it as a “guarantee” in text form.

8.4 We reserve the right to make technical developments and changes, provided that the agreed characteristics and the intended contractual use discernible to us are not materially impaired.

9. Special Provisions for Vacuum Insulation Panels

9.1 Due to the way they function, vacuum insulation panels are mechanically sensitive products. The gas-tight barrier envelope is an essential functional component of the panel. Damage to the envelope may result in loss of vacuum and a significant deterioration in insulation properties.

9.2 Vacuum insulation panels may be used only in accordance with the applicable product, storage, transport and processing instructions. Unless expressly stated otherwise, they must not, in particular, be cut to size, drilled, nailed, stapled or otherwise pierced or mechanically processed.

9.3 Through appropriate planning, storage, handling, protective measures and installation procedures, the Customer must ensure that the panels are not damaged, overloaded or exposed to unsuitable environmental conditions. It must also communicate these obligations appropriately to its employees, customers, planners and installers.

9.4 Before processing or installation, the Customer must inspect the panels for visible transport, packaging or envelope damage and for conformity with the order. Panels that are visibly damaged or show abnormalities must not be installed or processed further without prior consultation with us.

9.5 The Customer is responsible for checking the suitability of the products for the specific design, building-physics conditions, loads, temperature, humidity, fire protection requirements and intended use, unless we have expressly undertaken application-specific planning or advisory services.

9.6 No claims for defects arise in respect of impairments attributable to improper storage, transport, handling, processing, installation, insufficient protection, unsuitable connection details or a design for which the Customer is responsible, insofar as we are not responsible for the cause.

10. Advice and Application Engineering

10.1 Application-related guidance, calculations, recommendations and other advisory services are based on the knowledge available at the time the service is provided. They do not release the Customer from its obligation to independently check the products and proposals with regard to the intended purpose, the specific design and the applicable statutory, regulatory and technical requirements.

10.2 Unless we expressly undertake separately remunerated planning, testing or engineering services, planning, dimensioning, building-physics verification, system integration, preparation of specifications and proper installation remain the responsibility of the Customer or the specialist planners and installers commissioned by it.

10.3 The Customer is responsible for checking third-party intellectual property rights and the legal permissibility of the intended application, unless we have expressly undertaken such a review.

11. Duty to Inspect and Notify Defects

11.1 If the purchase is a commercial transaction for both parties, the duties to inspect and notify defects under Section 377 of the German Commercial Code (HGB) apply. The Customer must inspect the goods without undue delay after delivery and notify us without undue delay of apparent defects, shortages and incorrect deliveries. Hidden defects must be notified without undue delay after their discovery.

11.2 Notices of defects should be made in text form and describe the nature and extent of the defect as specifically as possible. Upon request, suitable evidence, in particular photographs and batch, delivery or label details, must be provided. Timely dispatch of the notice is sufficient.

11.3 If the Customer fails to conduct a proper inspection or to give timely notice, the goods are deemed accepted to the extent provided by law. This does not apply insofar as we have fraudulently concealed a defect.

11.4 Installation or processing of goods that are visibly defective or do not conform to the contract may begin only after consultation with us. If no such consultation takes place, the Customer bears avoidable additional costs insofar as it is responsible for their occurrence.

12. Rights in Respect of Defects and Subsequent Performance

12.1 In the event of a material defect or defect in title existing at the time risk passes, we are entitled, at our option, to remedy the defect or deliver replacement goods. The Customer must allow us the time and opportunity necessary for subsequent performance and, upon request, make the goods complained of available for inspection or return them.

12.2 If subsequent performance fails, is unreasonable or is definitively refused by us, the Customer may reduce the price or withdraw from the contract subject to the statutory requirements. There is no right of withdrawal in the case of insignificant defects.

12.3 Claims for reimbursement of the expenses necessary for subsequent performance are governed by the statutory provisions. They are excluded insofar as expenses are increased because the goods were subsequently moved to a location other than the agreed delivery location or intended place of use, unless such relocation was consistent with the intended use.

12.4 No claims for defects arise in the case of merely insignificant deviations from the agreed characteristics or merely insignificant impairment of usability, or in the case of natural wear and tear. Clause 9.6 remains unaffected.

12.5 Statutory rights of recourse within the supply chain remain unaffected.

13. Limitation Period for Defect Claims

13.1 The limitation period for defect claims is one year from delivery of the goods.

13.2 Mandatory longer statutory limitation periods remain unaffected.

13.3 For an item that has been used for a building in accordance with its customary use and has caused that building to be defective, the statutory limitation rules apply insofar as a reduction of the period is not legally permissible in the individual case.

13.4 The statutory limitation periods apply to claims for damages arising from a defect insofar as such claims are not excluded or limited under Clause 15.

14. Retention of Title

14.1 The goods delivered remain our property until all current and future claims arising from the business relationship have been satisfied in full (goods subject to retention of title).

14.2 The Customer may process and resell goods subject to retention of title in the ordinary course of business. Pledging them or transferring them by way of security is prohibited. Any third-party seizure or other interference with goods subject to retention of title must be reported to us without undue delay.

14.3 Any processing or transformation of goods subject to retention of title is always carried out on our behalf. If they are processed, combined or mixed with items not belonging to us, we acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the value of the other items processed, combined or mixed at the time of processing, combination or mixing. In all other respects, the same provisions apply to the new item as to the goods subject to retention of title.

14.4 The Customer hereby assigns to us all claims, up to the invoice value of our goods subject to retention of title, arising against third parties from resale or on any other legal basis. We accept the assignment. The Customer remains authorised, subject to revocation, to collect these claims as long as it duly meets its payment obligations.

14.5 If the Customer acts in breach of contract, in particular by failing to pay on time, we are entitled to demand surrender of the goods subject to retention of title after the unsuccessful expiry of a reasonable period. A demand for surrender constitutes withdrawal from the contract only if we expressly declare this.

14.6 If the realisable value of the security exceeds our secured claims by more than 10%, we will, at the Customer's request, release security of our choice.

15. Liability

15.1 The following limitations of liability do not apply where liability is mandatory by law, in particular in cases of intent, gross negligence, injury to life, body or health, or under the German Product Liability Act.

15.2 In the event of a slightly negligent breach of a material contractual obligation whose fulfilment is essential to the proper performance of the contract and on whose observance the Customer may regularly rely, our liability is limited to the damage typical of the contract and foreseeable at the time the contract was concluded. In all other respects, liability for slight negligence is excluded.

15.3 The above limitations of liability also apply in favour of our corporate bodies, legal representatives, employees and agents used to perform our obligations.

15.4 The above provisions do not alter the statutory burden of proof to the Customer's detriment.

16. Intellectual Property Rights Relating to Customer Requirements

16.1 Where goods are manufactured in accordance with the Customer's requirements, the Customer is liable for ensuring that the use of its drawings, specifications, trademarks, designs, data or other documents does not infringe any third-party rights.

16.2 In the event of an alleged infringement, we may suspend performance if there are reasonable doubts as to the right to use the Customer's requirements. The Customer shall indemnify us against justified third-party claims and the necessary costs of legal defence insofar as it is responsible for the infringement.

17. Export Control and International Deliveries

17.1 The Customer must comply with the applicable foreign trade, export control, sanctions and customs regulations. Insofar as a delivery is prohibited by mandatory statutory provisions, we are released from our obligation to perform to that extent.

18. Incoterms, Governing Law and Jurisdiction

18.1 Where a delivery term under the International Commercial Terms is agreed in the individual contract, the expressly designated term of the Incoterms® 2020 of the International Chamber of Commerce (ICC) applies, with the named place specified.

18.2 All legal relationships between the Customer and us are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules insofar as their exclusion is permissible.

18.3 If the Customer is a merchant, a legal entity under public law or a special fund under public law, the courts of Chemnitz, Germany, shall have exclusive jurisdiction over all disputes arising out of or in connection with the contractual relationship. We shall, however, also be entitled to bring proceedings against the Customer at its general place of jurisdiction.

19. Final Provisions

19.1 Legally relevant declarations and notices after conclusion of the contract, in particular the setting of deadlines, reminders, notices of defects, declarations of withdrawal or price reduction, must be made at least in text form unless a stricter form is prescribed by law.

19.2 The statutory provisions take the place of any invalid or unenforceable provision.

19.3 The version of these Terms validly incorporated at the time the contract is concluded is authoritative.

VAKUISOTHERM©
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Company Details

Company	Vaku-Isotherm GmbH
Registered office	Frankenberg/Sa.
Managing Directors	Rainer Baars, Sebastian Baars
Commercial Register	Chemnitz Local Court, HRB 21902
VAT identification no.	DE 814256871
Website	www.vaku-isotherm.de
Email	zentrale@vaku-isotherm.de
Commerzbank Freiberg	IBAN DE64 8704 0000 0301 6474 00 | BIC COBADEFF870
Sparkasse Mittelsachsen	IBAN DE80 8705 2000 3310 0148 26 | BIC WELADED1FGX

The German version of these General Terms and Conditions of Sale and Delivery shall prevail in the event of any discrepancies or inconsistencies between the German and English versions.