

Terms and Conditions  
- allcool refrigeration GmbH –

1. For all orders, deliveries, services and offers provided by allcool, only the most recent version of its General Terms and Conditions apply. Deviations or collateral agreements only come into effect with the written confirmation of allcool.
2. Our offers are subject to alteration. Product characteristics are only assured if we have expressly confirmed them in a separate letter. We are entitled to correct obvious errors in quotations or invoices. There is no right to seek compensation due to incorrect information, unless there has been wilful intent.
3. The prices stated in our order confirmation are binding.
4. All prices are net prices, in addition to which the statutory amount of VAT will be calculated and is to be paid. The relevant special statutory regulations apply to deliveries abroad. The prices are to be paid without any deductions. Payments are regarded as settled on the day that we receive the specified sum.
5. It is agreed that Siegburg will be the place of jurisdiction and place of law both for allcool and its customers and that German law will apply.

**A Terms of hire**

1. Even following verbal agreement, all orders are only deemed to have been accepted when they have been drawn up and confirmed in writing by us.
2. The prices quoted for the product offered for hire include free delivery to and collection from the fair stand. For special deliveries or deliveries over large distances, special rates must be arranged on a case-by-case basis. The hire price applies for the duration of the event, up to a maximum of 14 days, unless otherwise agreed. Special rates apply for longer hire periods.

As a rule, payment is due once the invoice has been issued, provided no other special arrangements (e.g. advance payment) have been made. If an order is placed directly before and/or during a trade fair, payment in such cases will as a rule be made in cash upon receipt of the delivered item.

3. The hirer endeavours to take into account the preferred times and dates specified by the customer, so that the hired appliance is available to the customer at the right time. Claims for compensation due to delayed delivery cannot be made.

The hirer provides the customer with properly-functioning appliances.

The customer should satisfy himself/herself of the proper condition of the hired appliance and that the delivery is complete upon receipt of the item. Claims must be communicated to the hirer without delay.

The hirer undertakes to carry out any possible repairs or - if necessary - to provide an equivalent replacement within the agreed timeframe. Costs that arise as a result of repairs undertaken by the customer without prior notice will not be reimbursed.

(GTC; Allcool refrigeration GmbH)

The hirer assumes no liability for damages to exhibited goods, damages due to operational failures and such like, unless the damage was caused by an intentional or grossly negligent breach of contract.

4. The hirer reserves the right to make minor adjustments with regard to the dimensions, shape and colour of the refrigerators and freezers stated in the quotation; the hirer also reserves the right to utilise appliances made by other brands that are of the same type as those specified in the quotation.

5. The hired appliance is only to be used for the agreed purpose and for the agreed time, in other words for the duration of the event. The hired appliance is only to be used for the intended purpose at a particular event. Other use within the same timeframe or subsequent to this is not permitted.

6. The customer is to handle the hired appliance with due care and attention.

Upon installation of the refrigerator and/or freezer, it must particularly be ensured that the appliance has an adequate air supply; encasing the appliance or mounting anything on it, as well as covering the air vents, must be avoided. Failure to do so will result in the customer being liable for any damages that occur.

The condensation container is to be emptied at regular intervals.

The hirer assumes no liability for damages caused by condensation.

The customer is especially to ensure that the electrical connection is set up in accordance with the appliance's technical requirements; the customer is liable for any possible damages (incl. potential loss of use).

The customer is liable for damages to the hired appliance during the hire period. The customer is to inform the hirer without delay of any damage incurred to the hired appliance.

The hired appliance is insured against theft which absolves the customer but does not replace the need for diligent supervision of the hired item. The insurance charge is contained within the hire price.

The customer's basic liability begins upon delivery of the hired appliance at the fair stand, and ends once the item has been collected as per the arrangements. (This particularly applies if the stand is not manned).

In cases of damage sustained by the hired appliance during the event, the customer is to meet the costs of maintenance or, if necessary, new procurement.

7. At the end of the event, the hired item(s) is/are to be completely ready for collection, i.e. emptied of products and easily accessible. Products still within the hired appliance at the end of the event will be removed and left at the stand at the customer's risk, and for which the customer will be liable.

Any liability on the hirer's part is excluded.

8. Withdrawal on the customer's part is only permitted at the latest 14 days before the beginning of the event. Cancellations at a later stage will result in the customer being charged half of the total hire price.

9. All other claims by the customer against the hirer or against the hirer's subcontractors are excluded, so long as no intentional or grossly negligent conduct has taken place.

(GTC, Allcool refrigeration GmbH)

### **B Conditions of sale**

1. Allcool sells new and used refrigerators and freezers.

Orders to purchase can only be accepted in written form, for which a written order confirmation will also be provided, only after which will the purchase agreement come into force.

2. Allcool provides a warranty for defects (a guarantee) in appliances sold to you that covers the period after the expiry of the statutory provisions accompanying the purchase agreement; this is currently 2 years for new appliances, and 1 year for used appliances.

**Please note:** The claim to guarantee is not applicable to:

- Transportation undertaken by the customer (e.g. to trade fairs, during relocation)
- Resale of the appliance.
- Cases of improper handling (see instructions for use).

3. The prices specified for refrigerators and freezers offered for sale do not include, unless otherwise agreed, the cost of transportation to the delivery address.

4. If not otherwise explicitly agreed in writing, the customer pays the total purchase price before delivery of the product.

The merchandise remains the property of allcool until it has been paid for in full.

5. For used refrigerators / freezers, the customer will be informed of the extent of previous use of the relevant appliance, which we will provide to the best of our knowledge. The appliances can therefore show superficial signs of previous use.

6. Withdrawal from the contract is only possible with the written agreement of both parties.

In cases of a withdrawal with the agreement of both parties, allcool is entitled to claim for any losses incurred, of which the customer will be informed.

### **B 1) Conditions of delivery**

The shipping of appliances, accessories and spare parts is subject to transportation costs.

Visible damage to the packaging or to the delivery item is to be indicated immediately by the carrier on the delivery receipt.

If the package arrives in good condition, the delivery item is to be unpacked without delay, and its condition and operability are to be checked. Claims must be submitted to allcool within 2 days of delivery.

Damages reported either too late or improperly will not be reimbursed.

The seller undertakes to adhere to delivery dates, and if a delivery is nevertheless delayed, it is not possible to make a claim for compensation.

The above General Terms and Conditions apply to the processing of all customer orders (hiring and sales), unless otherwise agreed in writing.

This does not need to be indicated separately during receipt, confirmation or execution of an order.

Königswinter  
allcool refrigeration GmbH

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