

GENERAL TERMS AND CONDITIONS

Sale, Delivery, Installation, and Commissioning of Heat Pumps

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This document is a combined standard contract template. Part I applies to all Customers, Part II applies exclusively to Consumers, and Part III applies exclusively to Business Customers. The Individual Agreement and the Offer take precedence over these General Terms and Conditions.

PART I. GENERAL PROVISIONS

§ 1. Scope of Application, Definitions, and Contractual Documents

1. These General Terms and Conditions ("GTC") set forth the rules governing the planning, sale, delivery, installation, commissioning, and servicing of heat pumps, together with the agreed-upon equipment, materials, and installation components ("Installation") by VOLTMAX Sarl ("VOLTMAX" or "Contractor").
2. The GTC apply to contracts concluded by the Contractor with Consumers and Business Entities, hereinafter collectively referred to as "Customers" and individually as "Customer" or "Purchaser."
3. "Consumer" means a natural person acting for purposes unrelated to their commercial, industrial, artisanal, or professional activities, as defined in Article L.010-1 of the Luxembourg Consumer Code (*Code de la consommation*).
4. "Business Entity" means a natural or legal person, whether private or public, acting—including through a person acting on its behalf or for its account—for purposes related to its commercial, industrial, artisanal, or professional activities.
5. "Agreement" means an individually negotiated agreement between the Contractor and the Client.
6. "Offer" means a document specifying, in particular, the scope of work, equipment, materials, technical specifications, price, and location of the Installation.
7. The documents listed in the Contract constitute an integral part of the contractual relationship. In the event of any conflict, the following shall take precedence in the following order: (1) the specific provisions of the Contract, including the price and payment schedule; (2) the Offer; (3) the GTC. Other technical documents are binding if they have been expressly incorporated into the Contract or the Offer; their place in the hierarchy is specified by the Contract or the Offer.
8. Individual agreements between the Parties take precedence over the GTC. Any change to the scope, price, or deadline requires the express written consent of both Parties, unless the Agreement or mandatory provisions of law require a specific form.

9. Provisions marked as applying exclusively to Consumers or exclusively to Business Customers apply only to the specified category of Customers. Part III of the GTC does not apply to Consumers.
10. In case of doubt regarding a Customer's status, the actual purpose of entering into the Agreement shall be decisive. A Customer's declaration that they are acting as a Business does not deprive them of consumer protection if, under mandatory provisions, they are acting as a Consumer.
11. The Customer's alternative contract templates shall not apply unless the Contractor has expressly accepted them in writing. This does not affect the priority of individual agreements between the Parties.

§ 2. Pre-Contractual Information and Conclusion of the Agreement

1. Price lists, advertisements, catalogs, website content, and other general materials provided by the Contractor do not constitute a binding offer, unless expressly stated otherwise.
2. The Contractor may prepare a preliminary cost estimate or proposal based on information provided by the Client and, if necessary, an on-site inspection of the property. A preliminary cost estimate is not binding unless it has been incorporated into the Offer or the Contract.
3. The Contract is concluded in the manner specified in its text, in particular by the signatures of both Parties or by the Client's acceptance of the Offer, confirmed by the Contractor on a durable medium. The mere submission of an inquiry, a preliminary estimate, or an unconfirmed order does not constitute the conclusion of the Contract.
4. The Contractor shall provide the information required by law prior to the conclusion of the Agreement. In relations with the Consumer, pre-contractual information provided in accordance with the law forms part of the Agreement and may be amended only with the express consent of the Parties.
5. The Agreement may be concluded in Polish, French, German, or English. If multiple language versions are prepared, the Parties shall specify in the Agreement which version is authoritative, subject to the provisions regarding the clarity and comprehensibility of consumer contract terms.
6. The General Terms and Conditions are binding on the Customer if they were provided to the Customer prior to the conclusion of the Agreement in a manner that allows the Customer to review them and retain them on a durable medium. Subsequent updates to the General Terms and Conditions do not alter an Agreement that has already been concluded without a legal basis and the express agreement of the Parties.

§ 3. Scope of Services, Selection of Equipment and Subcontractors

1. The Contractor shall perform the services within the scope specified in the Contract and the Offer, in accordance with applicable regulations, principles of technical knowledge, relevant standards, and manufacturers' instructions.
2. The scope of the price covers only the equipment, materials, and work expressly specified in the Contract or the Proposal. Exclusions from the scope, in particular those concerning electrical

installations, foundations, drainage, ventilation, internet connectivity, and finishing and restoration work, are specified in the Proposal and—supplementarily—in the GTC.

3. The Contractor is responsible for the proper selection and planning of the Installation within the agreed scope and based on information, documents, and property conditions that were known to the Contractor or that the Contractor should have identified by exercising due professional care.
4. The Contractor may entrust part of the services to appropriately qualified subcontractors, while remaining liable to the Client for their acts and omissions to the extent required by applicable law.
5. Partial deliveries and phased performance of work are permitted if this is objectively justified by the course of the project, does not result in unagreed-upon additional costs for the Client, and does not infringe upon the Client's legitimate interests.
6. A delivery or installation date earlier than the agreed-upon date requires agreement with the Client. Mere notification of a proposed earlier date does not oblige the Client to accept it.

§ 4. Client Cooperation and Property Conditions

1. The Customer shall provide the Contractor and its subcontractors, within the agreed timeframes, with safe access to the property and the installation site, the ability to unload materials, adequate workspace, and access to electricity, water, and other utilities necessary for the performance of the work, unless the Contract or the Proposal provides otherwise.
2. The Customer shall provide, to the best of its knowledge, complete information and documents relevant to the design, installation, and commissioning of the System, in particular regarding the building's structure, existing systems, property rights, required permits, and known defects or technical limitations.
3. The Client shall provide a prepared, accessible, and safe installation site in accordance with the requirements of the Offer. If the Offer does not include such work, the Client's obligations shall include, in particular, the construction of the necessary foundations or bases, ensuring proper electrical wiring, ventilation, drainage, and Internet access, as well as performing finishing and restoration work.
4. The Customer shall protect the delivered and uninstalled equipment in accordance with the Contractor's instructions, shall not open packaging that requires the manufacturer's security measures to be maintained, and shall not tamper with the equipment prior to installation. This provision does not transfer risk to the Consumer earlier than permitted by law.
5. If a lack of cooperation prevents or significantly hinders performance, the Contractor may—after notifying the Client and, where possible, setting a reasonable deadline—suspend work to the extent necessary. The performance deadline shall be extended by the duration of the documented obstacle and the objectively necessary reorganization of the work.
6. The Client is liable for documented and objectively necessary additional costs that are causally related to a culpable breach of the duty to cooperate. The Contractor shall notify the Client of the anticipated costs before incurring them, to the extent possible. Additional work subject to a fee is governed by § 5.

7. The Contractor may not invoke a lack of information if, having exercised due professional care, it should have noticed the lack of information, inaccuracies, or technical risks and failed to bring them to the Client's attention.

§ 5. Additional Work and Technical Changes

1. If the proper execution of the Installation requires work, materials, or equipment not covered by the Offer, the Contractor shall inform the Client of the reason, scope, price, and impact on the completion date.
2. Any additional work subject to a fee or any price increase requires the Client's prior, express written consent. The Client's failure to respond does not constitute consent.
3. Until the Client makes a decision or performs the necessary work, the Contractor may suspend performance to the extent that continuing the work would be impossible, unlawful, dangerous, or economically unreasonable.
4. If the Client does not accept objectively necessary additional work and performance of the Contract is permanently impossible without such work, either Party may terminate the Contract with respect to the unperformed portion. The Parties shall settle accounts for properly performed services, delivered goods, and documented costs in accordance with applicable law.
5. The Contractor may implement a minor technical change without additional consent only if it is objectively justified, the solution is equivalent or better, does not reduce the agreed-upon specifications, does not increase the price, and does not significantly affect the appearance or use of the property.
6. Other technical changes, in particular a change in the manufacturer or model of a device, significant parameters, appearance, installation location, or functionality, require the Client's prior written approval.

§ 6. Deadlines, Obstacles, and Force Majeure

1. The conditions for commencement and the completion date are specified in the Agreement. If commencement depends on an advance payment, documents, permits, approvals, or preparation of the installation site, the deadline begins upon the simultaneous fulfillment of the conditions applicable in the given case.
2. The completion deadline shall be extended by the documented duration of any hindrance beyond the Contractor's control and by the objectively necessary period for reorganizing the work, provided that the Contractor could not have avoided the hindrance or its consequences despite exercising due professional care.
3. Such obstacles may include, in particular, force majeure, actions by a government authority, weather conditions preventing the safe performance of work, unforeseeable disruptions in supplies, a lack of cooperation from the Client, or the need to perform additional work not previously agreed upon. Ordinary business risks, a shortage of personnel, or typical supplier delays do not in and of themselves constitute grounds for extending the deadline.

4. The Party affected by the obstacle shall immediately notify the other Party of its nature, expected duration, and impact on performance. The Contractor shall provide an updated estimated completion date and shall take all reasonably available measures to mitigate the effects of the obstacle.
5. If the obstacle is of a permanent nature or prevents performance for a period exceeding 90 days, either Party may terminate the Agreement with respect to the unperformed portion. This does not limit the Client's prior rights arising from delay, impossibility of performance, or mandatory provisions of law.
6. In the event of termination of the Agreement, the Parties shall settle accounts for services properly performed and goods delivered. The Contractor shall refund payments attributable to the unperformed portion, taking into account legally permissible counterclaims.

§ 7. Price, Invoices, and Payments

1. The price, VAT rate, payment schedule, required advance payments, and bank account information are specified in the Agreement. In the event of any conflict, the individual provisions of the Agreement shall prevail.
2. Unless otherwise specified, prices for Consumers are gross prices including VAT and other mandatory charges known to the Contractor. Prices for Business Customers may be quoted net if this is explicitly stated.
3. Invoices and billing documents may be sent electronically to the email address provided by the Customer, provided this is consistent with the Agreement and applicable law.
4. In the event of a delay, the Contractor may, after fulfilling the relevant legal requirements, demand statutory interest as well as legally permissible and documented costs of debt collection. Specific rules for Consumers are set forth in § 16, and for Business Customers in § 20.
5. If the Customer fails to pay an advance payment or any other payment required to proceed to the next stage, the Contractor may—after issuing a demand and setting an appropriate additional deadline—suspend performance to the extent necessary. Upon the fruitless expiration of the deadline, the Contractor may exercise the rights provided by law, including terminating the Agreement if the breach is material.

§ 8. Delivery, Risk, and Retention of Title

1. The date and place of delivery shall be specified in the Agreement or by mutual agreement of the Parties. The Customer shall ensure that the goods can be safely unloaded and accepted within the agreed timeframe.
2. The risk of accidental loss or damage to the equipment passes to the Customer in accordance with the law. In the case of a Consumer, this generally occurs upon the Consumer's taking physical possession of the goods or upon a third party designated by the Consumer (other than the carrier) taking physical possession of the goods, subject to exceptions provided for by law.
3. The delivered equipment and materials remain the property of the Contractor until full payment of the price due, to the extent that the retention of title is effective under the law.

4. The retention of title does not affect the consequences of the permanent incorporation of equipment or materials into real property or the Client's mandatory rights. The Client may not dispose of unpaid and uninstalled equipment in a manner that infringes upon the Contractor's rights.
5. If the delivery cannot be accepted for reasons attributable to the Customer, the Parties shall agree on a new delivery date and a secure method of storage. Additional costs may be charged to the Customer only to the extent that they are documented, objectively necessary, and legally permissible.

§ 9. Installation, Commissioning, Documentation, and Acceptance

1. The Contractor shall perform installation and commissioning in accordance with the Agreement, conduct the appropriate inspections, and submit the Installation for acceptance.
2. The Customer shall proceed with acceptance on the agreed date. The Parties shall sign the acceptance report without reservations or shall specify in it any specific reservations, visible defects, and the appropriate deadline for their rectification.
3. Minor defects that do not affect safety, essential functionality, intended use, or the agreed-upon basic technical parameters do not justify a refusal to accept the work, unless mandatory regulations provide otherwise.
4. If the Client fails to proceed with acceptance without a valid reason, the Contractor shall set a new, appropriate deadline. Upon the fruitless expiration of this deadline, the Contractor may draw up a unilateral report along with photographic and technical documentation. These serve as evidence of the condition and scope of the work, but do not deprive the Customer of their rights nor do they automatically replace acceptance, unless the conditions of § 21 have been met with respect to the Contractor.
5. The Contractor shall provide the documentation required by the Agreement or by law, in particular user manuals, basic technical documentation, and commercial warranty documents, if a warranty has been granted.
6. Acceptance, commissioning, payment, or commencement of use do not result in the loss of rights regarding defects that could not reasonably have been detected at the time of acceptance, nor of rights that cannot be effectively excluded.

§ 10. Existing Installations and Safety

1. The Contractor is not obligated to perform a comprehensive inspection, repair, or modernization of existing installations and building components, unless such activities are covered by the Contract or are part of the required professional diligence within the scope of the agreed-upon work.
2. If defects in existing installations, structures, or connections are discovered, the Contractor shall inform the Client of the identified risk and may suspend work to the extent necessary to ensure safety and proper execution.

3. The Contractor shall not be liable for damage caused solely by a defect in an existing installation, building, or connection, or by incorrect information provided by the Client, if the Contractor could not have detected such circumstances while exercising due professional care and did not cause the damage or contribute to it.
4. The Customer should not interfere with the Installation on their own or have a person without the required qualifications perform such work if this could compromise safety, legal compliance, or the manufacturer's conditions. This does not limit the Customer's right to use another qualified service provider or their statutory rights.

§ 11. Permits, VAT, and Subsidies

1. The division of responsibilities regarding permits, notifications, owner consents, reduced VAT rates, and subsidies is specified in the Contract and the Proposal.
2. Unless otherwise agreed, the Customer shall obtain property consents on its own behalf and submit applications for permits and subsidies, while the Contractor shall provide the technical documentation in its possession and ensure the explicitly agreed-upon support.
3. If the application of a reduced VAT rate requires documents or a decision by an authority, the Client shall provide the required data, documents, and signatures. The gross price will be settled at the rate ultimately applicable; a change resulting solely from the VAT rate does not alter the agreed-upon net price.
4. Information regarding the possibility of obtaining funding is provided for informational or estimative purposes only, unless the Contractor has provided an express, separate guarantee. The Contractor shall not be liable for the decision of the authority, the amount, or the timing of payment, unless the failure to receive funding results from a culpable breach of the Contractor's agreed-upon obligations.
5. The failure to obtain funding or a delay in payment does not relieve the parties of their obligation to pay the price, unless the Parties have expressly agreed otherwise.
6. If the required approval has not been obtained, the Contractor may suspend performance. In the event of permanent impossibility of performance, the Parties shall settle accounts for properly performed services and reasonable, documented costs in accordance with the law.

§ 12. Service Requests and Complaints

1. Requests regarding performance, defects, non-conformity, warranty, or service may be sent to the Contractor's mailing address or to info@voltmax.lu, unless an additional channel is specified in the Agreement or warranty.
2. The report should, to the extent possible, include the Contract number, Installation details, a description of the problem, the date it was identified, and any available photos or readings. The absence of this information does not result in the loss of statutory rights, provided that the Contract and the problem can be identified.

3. The Customer shall facilitate a reasonable diagnosis and the performance of necessary corrective actions. In emergency situations, the Customer shall take reasonable measures to mitigate damage, taking into account safety and the device's instructions.
4. The Contractor shall confirm receipt of the report and inform the Customer of the next steps within a reasonable time. The Consumer's specific rights are set forth in § 15.
5. Paid maintenance services not covered by statutory liability or a commercial warranty require prior notification of the price or method of calculation and the Customer's acceptance.

§ 13. Documentation, Intellectual Property Rights, Photographs, and Data

1. Intellectual property rights to the Contractor's studies, drawings, calculations, and documentation shall remain with the Contractor or the relevant rights holder, subject to the Client's rights as specified in the Agreement and by law.
2. The Client may use the provided documentation to the extent necessary to perform the Agreement, and for the use, maintenance, repair, renovation, insurance, financing, or sale of the real estate, and may provide it for this purpose to qualified service technicians, consultants, authorities, insurers, financing institutions, and subsequent owners.
3. Without the Contractor's consent, the Client may not use individual studies for the implementation of another project or distribute them commercially, except as permitted by law.
4. The Contractor may take photographs and prepare other documentation regarding the progress and status of the work to the extent necessary for the performance of the Agreement, quality assurance, maintenance, proof of performance, or the defense against claims.
5. The use of photographs or information about the Installation for advertising, reference, or marketing purposes requires separate, voluntary consent from the relevant person. Refusal or withdrawal of consent does not affect the conclusion or performance of the Agreement.
6. Personal data is processed in accordance with the provided information on data processing. These General Terms and Conditions do not replace this information or the required consents.

PART II. PROVISIONS APPLICABLE EXCLUSIVELY TO CONSUMERS

§ 14. Priority of Consumer Protection

1. No provision of the Agreement or these General Terms and Conditions excludes or limits the Consumer's rights arising from mandatory provisions of law, in particular the Luxembourg Consumer Code and the Civil Code.
2. If a provision of the GTC conflicts with a mandatory provision of law or constitutes a prohibited contractual provision, it shall not be binding on the Consumer to the extent provided by law, without affecting the remainder of the Agreement.
3. Part III does not apply to the Consumer, even if it was mistakenly provided to the Consumer or referenced in another document.

§ 15. Statutory Warranty of Conformity, Hidden Defects, Installation Work, and Commercial Warranty

1. The Consumer is entitled to statutory rights arising from the non-conformity of the delivered goods with the Agreement, latent defects, and defective performance of installation work. These rights are not limited by the manufacturer's or the Contractor's commercial warranty.
2. The statutory warranty of conformity of goods is valid for the period specified by mandatory provisions of law, generally for two years from the delivery of the goods. It also covers improper installation if the installation was part of the Agreement and was performed by the Contractor or under the Contractor's responsibility.
3. In the event of non-conformity, the Consumer may exercise the remedies provided by law, in particular, demand that the goods be brought into conformity free of charge through repair or replacement, and in cases specified by law—a proportionate price reduction or termination of the Contract.
4. Repair or replacement shall be performed free of charge, within a reasonable time, and without significant inconvenience to the Consumer, taking into account the nature of the goods and the purpose for which they were purchased. The Contractor shall bear the costs required by law, including labor, materials, shipping, transportation, disassembly, and reassembly costs.
5. Notwithstanding the statutory warranty of conformity of goods, liability for works and elements permanently attached to real property is governed by the relevant provisions of the Luxembourg Civil Code, in particular Articles 1792 and 2270, depending on whether the work performed is classified as "*gros ouvrages*" or "*menus ouvrages*." The relevant period begins, in accordance with applicable regulations, in particular upon acceptance of the work. These General Terms and Conditions do not shorten statutory periods or limit liability that cannot be effectively excluded.
6. Normal wear and tear does not constitute a defect. The Contractor shall not be liable to the extent that it demonstrates that a specific defect or damage was caused exclusively by improper use, unauthorized modifications not in accordance with the instructions, the use of incompatible components, or a lack of required maintenance, and that this is related to the defect in question.
7. Using a qualified service provider other than the Contractor does not automatically result in the loss of statutory rights. The Contractor may deny liability only to the extent that the defect was caused by such interference.
8. The commercial warranty is voluntary and is governed by the terms of the warranty document provided to the Consumer on a durable medium. The document specifies, at a minimum, the warrantor, the procedure, the scope, the duration, and the territorial coverage of the warranty, and states that statutory rights remain unaffected.
9. The commercial warranty document will be provided to the Consumer on a durable medium in French, English, Polish, or German, according to the Consumer's choice.
10. Maintenance of the extended commercial warranty may require timely, paid inspections, provided that this condition was clearly stated prior to the warranty being granted. Failure to undergo an inspection does not limit the Consumer's statutory rights, unless there is a legally relevant connection between the failure to perform maintenance and a specific defect.

11. If the delivered device contains digital components or is linked to a digital service, the Contractor shall provide or convey to the Ordering Party information regarding updates—including security updates—necessary to maintain the device's compliance with the Agreement for the period required by mandatory regulations. The Ordering Party shall install the provided updates within a reasonable time after receiving notification of their availability and of the consequences of failing to install them. This does not affect the statutory liability of entities obligated to provide updates.

§ 16. Consumer's Delay in Payment

1. In the event of a delay in payment by the Consumer, the Contractor may demand statutory interest in accordance with the terms and at the rate set forth in the mandatory provisions of Luxembourg law. If the Contractor intends to charge interest, it shall issue an invoice within one month of the acceptance of the goods, the completion of the work, or the performance of the service, and shall include explicit information on the invoice regarding the accrual of interest. Interest shall accrue from the beginning of the third month following the relevant event, unless mandatory provisions provide otherwise.
2. The costs of debt collection may be charged to the Consumer only to the extent permitted by law or by a competent authority. The flat fee of 40 EUR applicable to commercial transactions does not apply to Consumers.
3. The Consumer may exercise set-off, the right of retention, and other defenses in accordance with the law. In particular, the Consumer is not deprived of the right to assert claims that are undisputed, have been legally established, or arise from the same Contract.

§ 17. The Consumer's Right of Withdrawal

1. If the Contract was concluded at a distance or off the business premises and there is no statutory exception, the Consumer has the statutory right to withdraw from the Contract without giving a reason.
2. Detailed information regarding the time limit, when it begins to run, how to submit a notice of withdrawal, the return of equipment, return costs, billing for services initiated at the Consumer's request, and a sample form is contained in the instructions attached as an appendix to the Agreement. These General Terms and Conditions do not replace those instructions.
3. The Service Provider will commence the provision of paid services before the expiration of the withdrawal period only upon the Consumer's prior express request submitted on a durable medium, if such a request is required.
4. If the Consumer effectively withdraws after services have begun at their express request, they may be required to make a pro-rata payment only if the statutory conditions are met and to the extent permitted by law.
5. A request for the services to begin earlier does not constitute an immediate waiver of the entire right of withdrawal. The loss of the right regarding a fully performed service requires that all statutory conditions be met.

6. The direct cost of returning the goods may be charged to the Consumer only if required by law and the Consumer was properly informed of this prior to the conclusion of the Contract. Independent disassembly requiring specialized qualifications is not required if it would pose a hazard or risk of damage.

§ 18. Out-of-Court Resolution of Consumer Disputes

1. After first submitting a complaint to the Contractor and failing to reach an amicable resolution of the dispute, the Consumer may request out-of-court resolution from the Service national du Médiateur de la consommation, 6, rue du Palais de Justice, L-1841 Luxembourg, website: www.mediateurconsommation.lu, email: info@mediateurconsommation.lu.
2. Participation in mediation is voluntary and does not deprive the Consumer of the right to bring a case before the competent court.
3. The Contractor shall inform the Consumer, in accordance with applicable regulations, whether the Contractor undertakes or agrees to participate in a specific mediation proceeding.

PART III. PROVISIONS APPLICABLE EXCLUSIVELY TO BUSINESSES

§ 19. Scope of the B2B Section and Obligations of the Business

1. The provisions of Part III apply exclusively to the Business. In the event of a conflict with Part I, the provisions of Part III shall take precedence in B2B relationships.
2. The Business Owner shall provide registration details, a VAT number, and the information necessary for proper invoicing, and shall confirm the commercial or professional purpose of the Agreement.
3. The Business Entity is obligated to coordinate the work on an ongoing basis with other contractors on the property and is responsible for ensuring that the submitted schedules, documents, and guidelines correspond to the actual status of the project.
4. The Contractor is not bound by the Entrepreneur's standard purchase forms, terms of purchase, or other general terms and conditions, even if the Contractor did not object to them again upon receipt, unless the Contractor has expressly accepted them in writing.

§ 20. Payments, Interest, Collection Costs, and B2B Set-Off

1. The Client shall be in default as of the day following the agreed payment due date, without the need for an additional demand for payment, to the extent permitted by commercial transaction laws.
2. The Contractor may demand statutory interest applicable to commercial transactions, a statutory flat fee of 40 EUR for debt collection costs, and reasonable additional debt collection costs exceeding the flat fee, to the extent permitted by law.
3. The Business may set off a claim against the Contractor if it is undisputed, has been legally established, or arises from the same Agreement. A right of retention may be exercised with respect to claims arising from the same Agreement.

4. The Contractor may apply payments first to the oldest due and payable amounts arising from the relationship with the Business, and then to costs and interest, unless the law or an explicit designation of the payment requires a different allocation.
5. Reporting a defect does not entitle the Business Owner to withhold the entire undisputed portion of the remuneration. The amount withheld should be reasonably proportionate to the value of the disputed service.

§ 21. Inspection of Deliveries and Acceptance in B2B Transactions

1. The Business Owner shall inspect the delivered equipment and the work performed within a reasonable timeframe appropriate to their nature and shall immediately report any visible defects, without prejudice to liability that cannot be excluded.
2. If, after being notified that the work is ready for acceptance, the Business Entity fails to accept it without a valid reason, the Contractor may set an additional deadline of at least 5 business days and notify the Business Entity that, upon the fruitless expiration of this deadline, the work will be deemed accepted, except for defects that were expressly reserved or impossible to detect during a reasonable inspection.
3. Upon the fruitless expiration of the additional period, acceptance may be deemed to have occurred to the extent permitted by law if the Installation is essentially complete, safe, and capable of being used for its intended purpose, and the Contractor has documented its condition.
4. The use of the Installation in normal operations after notification of readiness may constitute implied acceptance if the circumstances clearly indicate the intention to accept the work. Mere commissioning for testing purposes does not constitute acceptance.
5. Partial acceptance may be conducted for independent stages or parts of the service if provided for in the Contract, the schedule, or an agreement between the Parties.

§ 22. Contractor's Liability in B2B Relationships

1. The Contractor is liable to the Business Entity in accordance with Luxembourg law, subject to the modifications set forth below, to the extent permitted by law.
2. The Contractor bears unlimited liability for willful misconduct, gross negligence, death or bodily injury, fraudulent concealment of a defect, an expressly assumed warranty, and liability that cannot be limited, including applicable product liability and liability for construction work.
3. In the case of ordinary negligence, the Contractor shall be liable for damages that are a direct and foreseeable consequence of a breach of a material contractual obligation, the performance of which enables the achievement of the purpose of the Agreement and on the performance of which the Client could reasonably rely.
4. Subject to paragraph 2, the Contractor shall not be liable for lost profits, loss of production, business interruptions, or other indirect or consequential damages, unless such damages were a typical and foreseeable consequence of a breach of a material contractual obligation.

5. To the extent permitted by law and subject to paragraph 2, the Contractor's total liability for ordinary negligence is limited to 100% of the net Installation Price specified in the Agreement.
6. These limitations apply mutatis mutandis to the Contractor's officers, employees, representatives, and subcontractors if claims are brought directly against them.
7. The Contractor shall take reasonable measures to mitigate damages and shall immediately report any event that may give rise to a claim. A breach of this obligation shall affect liability only to the extent that it increased the damages.

§ 23. Defects and B2B Warranties

1. The Contractor's rights regarding defects in equipment and work are governed by Luxembourg law, the Agreement, and this section. Mandatory provisions, in particular those concerning construction work and latent defects, remain unaffected.
2. First and foremost, the Contractor has the right, at its reasonable discretion taking into account the nature of the defect and the Entrepreneur's interests, to remedy the defect or provide a substitute solution, provided that such a remedy is feasible and proportionate.
3. If the proper rectification of the defect proves impossible, is refused, does not occur within a reasonable time, or fails despite a reasonable number of attempts, the Client may exercise further rights provided by law.
4. The manufacturer's commercial warranty applies independently of the Contractor's liability, subject to the terms of the warranty document. The Contractor does not act as the manufacturer's guarantor unless it has expressly assumed such a role.
5. Normal wear and tear, as well as defects caused solely by operation not in accordance with the instructions, unauthorized tampering, an incompatible component, or neglected maintenance, shall not be attributed to the Contractor in terms of causation with respect to the defect in question.

PART IV. FINAL PROVISIONS

§ 24. Governing Law, Jurisdiction, and Validity of Provisions

1. The General Terms and Conditions and the Agreement shall be governed by the laws of the Grand Duchy of Luxembourg.
2. The choice of law shall not deprive the Consumer of the protection afforded by the mandatory provisions of the country of his or her habitual residence, if conflict-of-laws rules provide for their application.
3. Disputes with the Consumer shall be adjudicated by the court having jurisdiction in accordance with mandatory provisions on jurisdiction and consumer protection.
4. In relations with Business Entities, subject to the Contractor's right to bring an action also before the court having jurisdiction over the Business Entity's place of business, the courts having territorial jurisdiction over the Contractor's place of business in Luxembourg shall have exclusive

jurisdiction to resolve disputes, provided that such an agreement on the jurisdiction of the court is permissible and effective under applicable law.

5. Statements relating to the Agreement may be made in writing, in particular by email, unless the Agreement or applicable law requires a different form. Individual agreements remain effective regardless of these General Terms and Conditions.
6. If any individual provision of the GTC proves to be invalid, unlawful, or unenforceable, this shall not affect the remaining provisions, provided that the continued validity of the Agreement is legally possible. The relevant provisions of law shall apply in place of such a provision; the unlawful clause shall not be modified in a manner contrary to consumer protection.
7. The Contractor may not unilaterally amend the GTC with effect on an already concluded Contract, unless the basis, scope, and terms of the amendment have been validly agreed upon or are required by law. The new version of the GTC applies to new Contracts as of the specified date.
8. Headings and section designations are provided for clarity. In the event of any discrepancy, the hierarchy set forth in § 1(6) shall apply.

§ 25. Entry into Force and Version Identification

1. The GTC apply to Agreements into which they have been effectively incorporated as of the date specified below.
2. . The version of the GTC is identified by the date indicated on the first page and in the footer of the document. The version of the GTC specified in the Agreement and provided to the Customer on a durable medium prior to the conclusion of the Agreement shall apply to the Agreement
3. Effective Date: September 1, 2026