

## 1. GENERAL Terms and Conditions COOLIMEX

### APPLICABILITY / PREAMBLE

- 1.1. Area of application
  - 1.1.1. These General Terms and Conditions apply to the sale of goods by COOLIMEX Malteserplatz 20, 92224, Amberg (hereinafter referred to as "we" or "us") to the customer (hereinafter referred to as "customer" or "you" or "you") in our online shop.
  - 1.1.2. Deviating and/or over these general trading conditions going trading conditions of the customer do not become contract contents.
- 1.2. Distinction between entrepreneurs and consumers
  - 1.2.1. Some of the provisions of these GTC do not apply to all customers, but only to consumers or only to businesses and companies. Where this is the case, it is specially marked at the relevant point in these General Terms and Conditions.
  - 1.2.2. According to the legal definition in § 13BGB of the German Civil Code, "consumer" within the meaning of these GTC is any natural person who concludes a legal transaction for purposes which can predominantly neither be attributed to his commercial nor his self-employed professional activity.
  - 1.2.3. "Entrepreneurs" within the meaning of these GTC are natural and legal persons or business partnerships with legal status who enter into a business relationship with us in the execution of their commercial or independent professional activity in accordance with the legal definition in § 14BGB of the German Civil Code.
- 1.3. Customer account
  - 1.3.1. For more convenient use of the online shop, you have the option of opening a Customer Account. It is your duty and obligation to keep your access data, e.g. your password strictly confidential and to inform us immediately in case of loss or an unauthorized use of your access data.
- 1.4. Individual agreements between COOLIMEX and the customer made in a particular case shall take priority. Such arrangements, as well as any amendments and supplements to, or the cancellation of an arrangement including these General Conditions between COOLIMEX and the customer require the written form to be effective. The same applies to the repeal of the requirement of written form.

## 2. OFFERS, PURCHASE ORDERS

- 2.1. Offers made by COOLIMEX shall always be deemed non-binding unless they are expressly marked as binding
- 2.2. Customer purchase orders shall become binding for COOLIMEX only upon written acceptance or the delivery of goods. COOLIMEX may accept purchase orders within one week from receipt thereof.
- 2.3. In the case of individual orders and extensive customizations of the ordered goods (e.g. refrigerated counter or refrigerating appliance with an individually and according to plan ordered, custom-made or according to the specification of a third party in the country of the specialist dealer) the order shall be binding. Only after final written approval the manufacturing contract will be generated and the delivery time Ex Works will be communicated to the customer.

## 3. DELIVERY, ACCEPTANCE

- 3.1. Unless otherwise agreed, deliveries shall be either from the facility of Producer (Incoterms 2010) or take place from another location to be specified by COOLIMEX. If, in individual cases, it is agreed that COOLIMEX shall undertake the dispatch of goods, the place of delivery of goods to the shipping company shall be the place of fulfillment.
- 3.2. Delivery terms and delivery dates specified by COOLIMEX shall be non-binding, unless binding terms and dates were expressly agreed upon in individual cases. In case of non-binding delivery terms or dates, COOLIMEX shall be in default only if a reasonable time for delivery set in writing by the customer lapses unsuccessfully. The customer shall set the expiry of such a term to a date at least four weeks after the expiry of the non-binding delivery term or non-binding delivery date.
- 3.3. COOLIMEX shall not be in default of delivery, if suppliers fail to deliver in a proper or timely manner due to reasons beyond COOLIMEX's sphere of responsibility.
- 3.4. COOLIMEX shall be entitled to make partial deliveries provided that the acceptance of such partial deliveries is reasonable for the customer and, in particular, if the delivery of the remaining goods ordered is ensured and no significant additional expenditure or additional cost arise for the customer as a result thereof (unless COOLIMEX agrees to bear such cost). Each partial delivery may be invoiced separately.
- 3.5. The customer shall be in default of acceptance, if it fails to accept the goods on the bindingly agreed delivery date. In case of non-binding delivery terms or dates COOLIMEX may notify the customer when the goods are ready for collection within a period of four weeks. The customer shall be in default of acceptance, if it fails to collect the goods within that timeframe.
- 3.6. If the customer is in default of acceptance or if the usual time taken for unloading is exceeded at the time of acceptance, it shall be charged the additional cost arising as a result, such as container rental cost and other storage cost. COOLIMEX shall be entitled to charge the customer 0.1% of the amount invoiced for the stored goods per calendar day of storage as lump-sum compensation for storage costs. However, the customer shall be charged a maximum of 1% per calendar month, unless it provides evidence that damages incurred are lower. COOLIMEX reserves the right to submit evidence of greater damages. However, COOLIMEX shall be entitled to find alternative ways to dispose of the goods, if attempts to determine a reasonable period of time are unsuccessful.

## 4. PRICES, PRICE ADJUSTMENT

- 4.1. Unless otherwise agreed, the price list valid at any one time given shall apply. Prices shall be EXW (Incoterms 2010) excluding packaging and shipping. Any applicable sales tax shall be calculated separately at the legal rate valid at the respective time and shall be paid by the customer.
- 4.2. COOLIMEX reserves the right to implement price adjustments, if, following the conclusion of the contract until delivery, costs change on account of the following factors which COOLIMEX is not responsible for and which were not foreseeable with reasonable certainty: wage settlements, changes in raw material prices, other suppliers' price changes or currency fluctuations. COOLIMEX shall disclose the reasons for such price adjustments upon the customer's request.

## 5. PAYMENT, DEFAULT OF PAYMENT

- 5.1. Unless otherwise agreed, invoices shall be paid cash in advance after receipt of invoice without deduction and are payable via bank transfer into one of the accounts indicated by COOLIMEX on the invoice. Unless otherwise agreed, payments shall be made in Euro. Place of fulfillment shall be the registered office of COOLIMEX.
- 5.2. If the customer exceeds the payment term, it shall be in default without further reminder. The timeliness of payment shall be determined by the date on which the invoiced amount is received on the account indicated.
- 5.3. In case of delayed payment, COOLIMEX shall be entitled to claim default interest in the amount of 8 percentage points above the base interest rate, however, a minimum of 12% of the outstanding amount per year. The right to claim further damages shall remain unaffected.
- 5.4. If the customer falls in arrears with at least two payments arising from the business relationship with COOLIMEX, all of its effective payment obligations from all business relationships with COOLIMEX shall become due immediately.

## 6. TITLE RETENTION

- 6.1. COOLIMEX shall retain ownership of the goods delivered until the receipt of all payments arising from the business relationship. If an open account relationship exists, COOLIMEX shall retain ownership of the goods delivered until the receipt of all payments from the approved balances.

- 6.2. If the customer acts in breach of the contract, in particular in case of delayed payment, COOLIMEX shall be entitled to take back the goods delivered subject to title retention ("Reserved Goods"). In case of delayed payments, setting a deadline beforehand shall not be required. Customer hereby grants COOLIMEX, or a third party designated by COOLIMEX, access to the customer's business premises and warehouses during usual business hours to take back the Reserved Goods. COOLIMEX or the designated third party shall be granted access to the Reserved Goods and the customer shall provide sufficient support in removing the Reserved Goods. Further claims of COOLIMEX shall remain unaffected.
- 6.3. Once the Reserved Goods have been taken back, COOLIMEX shall be entitled to adequate utilization of the same, provided COOLIMEX has informed the customer beforehand of its intention with reasonable prior notice. The utilization proceeds shall be set off against the customer's liabilities reduced by reasonable utilization costs.
- 6.4. Insofar as the customer resells the Reserved Goods for financing purposes or in the course of ordinary business activities, it shall undertake to sustain COOLIMEX's title retention with respect to the buyer of such goods ("the buyer"). The customer hereby assigns to COOLIMEX all liabilities against the buyer or third parties as well as all ancillary rights derived from the resale, in the amount of the final invoice (including sales tax), regardless of whether the Reserved Goods were resold in their unprocessed state or after having been processed, until the repayment of its entire debt owed to COOLIMEX.
- 6.5. When reselling the Reserved Goods, the customer shall notify the buyer that it has assigned its right to receive payment of the purchase price. The customer shall not be entitled to sell the Reserved Goods to buyers who have either excluded or limited the assignment of payment claims against them. If the Reserved Goods were processed with objects not belonging to the customer, the assignment shall be affected in the proportion of co-ownership shares in the processed object as per item 6.10.
- 6.6. Following the assignment of claims, the customer shall remain authorized to collect claims. COOLIMEX's right to collect claims itself shall remain unaffected. However, COOLIMEX shall not collect claims if the customer meets its payment obligations from the proceeds received, does not fall in default of payment and or, above all else, has not applied for the opening of insolvency proceedings or ceases payments. If any of the above should be the case, COOLIMEX shall be entitled to demand that the customer makes known the assigned claims and the respective debtors, furnish all information necessary for collection, deliver the associated documentation and inform the debtors of the assignment. The customer's right to collect claims ceases to exist with the occurrence of such event.
- 6.7. Insofar as there is a current account relationship between the customer and the buyer in accordance with § 355 German Commercial Code (HGB), the claim previously assigned to COOLIMEX by the customer shall also relate to the accepted account balance.
- 6.8. Apart from this, the customer shall not sell, pledge or transfer the title for the purposes of securities without having obtained prior approval by COOLIMEX. In the event that the Reserved Goods are seized, confiscated or used for other purposes by a third party, the customer shall refer to COOLIMEX's title to the Reserved Goods and notify COOLIMEX immediately. Insofar as the third party is unable to reimburse COOLIMEX for court costs and extra judicial costs of legal action pursuant to § 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the loss COOLIMEX incurs.
- 6.9. The customer shall undertake to handle the Reserved Goods carefully. Most of all, the customer shall take out adequate insurance based on the replacement value against damage caused by fire, tap water, storm/hail, burglary, sprinkler leakage and natural hazards.
- 6.10. Processing or altering/transformation of the Reserved Goods by the customer shall always be performed for and on behalf of COOLIMEX. If the Reserved Goods are processed or altered/transformed with other objects not owned by COOLIMEX, COOLIMEX shall acquire co-ownership of the new object at the ratio of the Reserved Goods' value to the other processed or altered/transformed objects at the time of processing or alteration/transformation. Apart from this, the same shall apply to the new object produced and to the goods delivered subject to title retention.
- 6.11. If the Reserved Goods are inseparably mixed or combined with other objects not owned by COOLIMEX, COOLIMEX shall acquire co-ownership of the new object at the ratio of the Reserved Goods' value to the other mixed objects at the time of mixing or combination respectively. If objects are mixed or combined in such a manner that the customer's object is deemed to be the principal object, it shall be agreed that the customer assigns prorata co-ownership. The customer shall keep in safe custody the so created sole ownership or co-ownership for COOLIMEX.
- 6.12. To secure COOLIMEX's claims against the customer, it shall also assign such claims to COOLIMEX which are created against a third party due to the Reserved Goods being connected with real property.
- 6.13. The customer shall make reasonable efforts to comprehensively support COOLIMEX in safeguarding its rights pursuant to this section 6 in the country where the Reserved Goods are located (if necessary, by means of other security).
- 7. DETERIORATION OF FINANCIAL SITUATION**
- 7.1. If, after having entered into a contract with the customer, it becomes clear that the customer may be unable to fulfill its contractual duties due to its financial status (particularly if payments are discontinued, insolvency proceedings have been instituted, seizure or forced execution measures have been taken, cheques and bills are protested and direct debits are returned, involving third parties as well), COOLIMEX shall be entitled to retain deliveries until prepayment of the purchase price is effected or an adequate security is lodged. The same shall apply if legitimate doubts exist concerning the customer's creditworthiness or its ability to pay as a result of payments being delayed.
- 7.2. Furthermore, in the cases listed under section 7.1, COOLIMEX shall be entitled to retain deliveries until all of the customer's outstanding debts have been paid in full or an adequate security is lodged. However, for all claims not yet due, including those where COOLIMEX is required to render advance performance under contracts already concluded, as well as claims which lack an economic connection with the delivery, this rule shall apply only if there is a legitimate interest on COOLIMEX's part.
- 7.3. If a current account relation exists within the context of the business relationship, COOLIMEX shall be, in the cases listed under section 7.1, entitled to retain deliveries until all payments under the approved balances have been received or an adequate security has been provided.
- 7.4. If the customer does not provide the advance payment or the security in accordance with section 7.1 within two weeks, COOLIMEX shall be entitled to rescind the respective individual contract or, if the contract comprises the performance of a continuing obligation (e.g. a framework supply agreement), even terminate such contract without notice.
- 8. QUALITY OF GOODS, INFORMATION AND USE, GUARANTEES**
- 8.1. As regards the quality of the goods, only the agreed upon specification shall apply. The customer shall be solely responsible for verifying that the goods are suitable for the desired purposes.
- 8.2. For cases specified under section 10.2, the limitation period shall be two years after the date on which the claim arose and the customer gained knowledge of the circumstances substantiating the claim. The customer may not bring forth any claim against COOLIMEX after three years from the event that triggered the damage independent of the customer's knowledge thereof. The statute of limitation for damage claims due to defects shall be determined in accordance with section 9.6.
- 8.3. Information provided by COOLIMEX in writing, verbally or in any other form with regard to suitability, including application, processing or another use, as well as technical support offered are rendered to the best of COOLIMEX's knowledge; however, all of the above shall be deemed non-binding information only. The information shall not release the customer from verifying on its own behalf the suitability of goods delivered by COOLIMEX for the intended purposes. Application, processing and any other use of the goods are beyond COOLIMEX's control and shall therefore be the customer's responsibility. Guarantees, particularly guarantees of quality shall be binding on COOLIMEX only to the extent that (i) they are included in an offer or order confirmation, (ii) they are referred to expressly as "guarantee" or "guarantee of quality", and (iii) COOLIMEX's duties from such guarantee are expressly stated.

## 9. WARRANTY RIGHTS

- 9.1. The customer's warranty rights shall be contingent on the customer having performed an inspection of goods upon delivery and defects being duly notified in accordance with § 377 of the German Commercial Code (HGB).
- 9.2. Notification of defects shall be made in writing and specify the defect. Defects on account of incomplete delivery or other evident defects shall be notified to COOLIMEX in writing without delay, or, at the latest within one week from delivery. Hidden defects shall be notified without delay or, at the latest within one week from their discovery. Acceptance of goods shall not be refused on grounds of minor defects. Belated claims for defects shall be excluded. The customer shall bear the cost incurred from the inspection of goods. Defective goods shall be made available to COOLIMEX for inspection on demand.
- 9.3. COOLIMEX shall provide subsequent performance (Nacherfüllung) for defective goods by, at its sole discretion, either eliminating the defect (rectification of defects/Nachbesserung) or delivering goods free of defects (subsequent delivery/Nachlieferung). Subsequent performance shall be made without recognition of a legal obligation. If COOLIMEX chooses to provide supplementary performance by eliminating the defect, the remaining part of the original statutory period begins as of the date the rectified goods are returned. The same applies in the case of subsequent delivery.
- 9.4. If subsequent performance fails, the customer shall be entitled to rescind the contract. The right to reduce the purchase price shall be excluded. Additional claims for defects, regardless of the type of claim, are excluded, except for claims for damages, which are subject to the limitations set out in section
- 9.5. The customer shall bear any reasonable cost incurred from an unjustified enforcement of warranty rights (e.g. product was not defective); the same shall apply, if COOLIMEX erroneously grants warranty rights without being obliged to do so.
- 9.6. The warranty period shall be one year from delivery. However, this limitation shall not apply, if (i) a defect was fraudulently concealed or (ii) if a guarantee for the quality of goods was provided, in which case the guarantee provision or limitation period as set out in the guarantee shall apply) or (iii) in the cases referred to in § 438 section 1 No. 2 BGB (German Civil Code). As for claims for damages, this limitation shall not apply in the following cases: (i) Damage to life, body or health, (ii) intent and (iii) gross negligence on the part of COOLIMEX's management or executive staff.
- 9.7. We expressly point out that there is no warranty obligation if wearing parts such as seals, door locks, hinges etc. wear out. Gas fillings and illuminants are excluded from the warranty, as are any damage caused by temperature/weather influences, humidity, room temperatures above 35°C or improper handling. Damage caused by continued use despite the defect that has occurred is excluded from the warranty.
- 9.8. We are only liable for third party products which are an essential part of the delivery item if we assign the claims to which we are entitled against the supplier of the third-party product.
- 9.9. The two-year period in accordance with § 438 Para. 1 No. 3 BGB for the assertion of claims for defects shall be reduced to one year; the start of the term shall be the transfer of the delivery item. In the case of a contract for work and services, the term begins with acceptance of the work, reduced to one year.
- 9.10. We do not assume any warranty for damage caused by the customer himself through unsuitable or improper use, faulty assembly or commissioning, negligent or improper treatment, damage to surfaces and resulting corrosion, unsuitable operating materials, chemical, electrochemical or electrical influences, non-observance of assembly, operating and maintenance instructions, improper modifications or repair work by the customer or third parties commissioned by him and from the effects of parts of foreign origin, as well as natural wearing.
- 9.11. The above provisions (No. 9.8 and 9.9) shall not apply if a movable item has been sold to a final consumer or if we have issued a guarantee agreement to the contrary.
- 9.12. Persons employed to inspect/detect a defect are not authorised to acknowledge defects or to make declarations binding on us.
- 9.13. Installation of the units and connection to necessary supply lines (e.g. necessary cooling lines from central cooling system(s) and electrical connections, water supply and other necessary measures for initial operation) must be carried out by a licensed specialist company. Proof must be provided in the event that a warranty claim is being made.

## 10. LIABILITY

- 10.1. As a basic principle, COOLIMEX shall be liable to the customer in accordance with the legal requirements for all damages caused in connection with the delivery. However, the following liability limitations set out under section 10.2 through 10.5 shall apply for all claims for damages, independent of the legal base, and with the exception of claims raised by the customer (i) based on the belief that damages were caused intentionally, (ii) under the product liability act, (iii) due to fraudulently concealed defects, (iv) due to defects in regards to which a quality guarantee was provided (here too, a liability provision or limitation period due to the guarantee may apply), (v) resulting from the damage to life, body or health or (vi) due to gross negligence on the part of COOLIMEX's management or executive staff.
- 10.2. In the case of ordinary negligence, COOLIMEX shall be liable only for damages resulting from the violation of essential contractual duties the performance of which is required for the due execution of the contract and the observance of which the contracting partner relies on and may rely on, regularly. In this case, however, liability shall be limited to the typically foreseeable damage. This limitation of liability shall also apply to damages caused by gross negligence by COOLIMEX employees or representatives who do not belong to the management or executive staff.
- 10.3. Liability for cases specified under section 10.2 shall be limited to double the purchase price of the delivery concerned.
- 10.4. For cases specified under section 10.2, the limitation period shall be two years after the date on which the claim arose and the customer gained knowledge of the circumstances substantiating the claim. The customer may not bring forth any claim against COOLIMEX after three years from the event that triggered the damage independent of the customer's knowledge thereof. The statute of limitation for damage claims due to defects shall be determined in accordance with section 9.6.
- 10.5. The above limitation of liability shall also apply to damage claims raised by the customer against COOLIMEX's management, executives, employees or representatives.
- 10.6. All deliveries of ordered products are subjected to a thorough quality control prior to delivery. Upon delivery, the proper and faultless condition of the products is documented. All damages after Ex Work have to be insured by the customer by a transport insurance in addition to the delivery costs. The customer remains liable for any damages caused:
  - 10.6.1. damage caused during assembly, installation at the place of installation
  - 10.6.2. on objects
  - 10.6.3. personal injuries
  - 10.6.4. property damages

Any damage that cannot be allocated to the product but is caused by improper installation of the products at third parties cannot be assigned to the supplier. The specialist company/buyer accepts the damage incurred and does not pass it on to the supplier.  
For this the evidence of a liability insurance has to be proven to the supplier.

## 11. FORCE MAJEURE

- 11.1. In the event of COOLIMEX being unable to fulfill their contractual duties as a result of force majeure (i.e. mobilization, war, terrorism, insurrection, natural catastrophes, fire) or due to other unforeseeable circumstances for which COOLIMEX bears no responsibility (i.e. strikes or lawful lockouts, operation or transport interruptions, difficulties with the procurement of raw material, inadequate delivery from suppliers), the delivery terms agreed on shall be extended by the duration of the obstruction plus an appropriate resumption time. Furthermore, COOLIMEX shall not be held responsible for the circumstances mentioned if they occur during an already existing delay. COOLIMEX shall notify the customer as soon as possible of the start and expected end of such circumstances. If the obstruction lasts six months or longer, both parties shall be entitled to rescind the contract.

## 12. ADHERENCE TO REGULATIONS AND EXPORT

- 12.1. The customer shall adhere to all legal regulations and official requirements as well as to all applicable laws and particularly to the export regulations and laws of the country in which the customer is conducting business. The customer shall obtain all required authorizations and licenses in due time as well as all other permissions, which are required as per such applicable laws for the use and export of goods.
- 12.2. COOLIMEX shall be entitled to retain delivery from the customer if, without COOLIMEX's fault or sharing in the responsibility in such, the customer violates such applicable laws or if not all of the required permissions have been obtained.

## 13. OFFSETTING AND RIGHT OF RETENTION

### 13.1. Cancellation advice

You have the right to revoke this contract within fourteen days without giving reasons. The withdrawal period shall be fourteen days from the day on which you or a third party, other than the carrier and designated by you, have taken possession of the goods; in the case of a contract covering several goods ordered by you in a single order and delivered separately, the withdrawal period shall be fourteen days from the day on which you or a third party, other than the carrier and designated by you, have taken possession of the last goods or in the case of a contract for the delivery of goods in several instalments or pieces, the withdrawal period shall be fourteen days from the day on which you or a third party other than the carrier and designated by you took possession of the last instalment or piece.

In order to exercise your right of revocation, you must inform us (COOLIMEX, Malteserplatz 20, 92224, Amberg, Germany, telephone: +49-(0)9621-9706909, fax: +49-(0)9621-9706908, e-mail: [info@coolimex.de](mailto:info@coolimex.de)) by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to revoke this contract.

You may use the attached model revocation form for this purpose, but this is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

The right of revocation does not apply to contracts

- for the supply of goods which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

The right of withdrawal expires prematurely, inter alia, in the case of contracts

- for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery

- for contracts concluded via our online configurator, because you have planned and ordered the individual configuration online through our system according to your needs. Should the contract not be concluded for reasons (2), we will check the validity of the contract. If there is nevertheless a reason for the revocation and the period of revocation is not effective or has elapsed, we reserve the right to charge or retain 5% of the purchase price Ex-Works for order and processing costs incurred.

### 13.2. Consequences of revocation

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery charges (except for additional charges resulting from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notification of your revocation of this Agreement. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this refund.

We may refuse to make a refund until we have received the goods back or until you have provided evidence that you have returned the goods, whichever is the earlier. You must return or hand over the goods immediately and in any case within fourteen days at the latest from the day you inform us of the cancellation of this contract, the delivering transport company agreed with you in the purchase contract, - Return delivery information to COOLIMEX, Malteserplatz 20, D-92224, Amberg, Fax: +49-(0)9621-9706908 by e-mail: [info@coolimex.de](mailto:info@coolimex.de) Information about the return delivery and c/o the shipping company from which the EX-Works delivery is made (Our production partners). The deadline is met if you send the goods before the end of the fourteen-day period. You will bear the direct costs of returning the goods; in the case of goods that cannot be sent by parcel post, the costs of the logistics service provider that carries the freight. In the case of goods that cannot be sent by parcel post, the costs are estimated at a maximum of approximately 300 EUR. Inland Germany. From other German countries, freight will be calculated and communicated separately, and will be invoiced directly to the buyer. You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

## 14. APPLICABLE LAW, PLACE OF JURISDICTION, MISCELLANEOUS

- 14.1. All legal relationships between COOLIMEX and the customer shall be subject to German law under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 14.2. Exclusive jurisdiction and legal venue for all disputes resulting from or in connection with a delivery shall be Amberg. However, COOLIMEX shall be entitled to institute proceedings against the customer at its place of business.
- 14.3. Should individual provisions of these General Conditions be or become null and void, the validity of the remaining provisions shall remain unaffected.

## Sample withdrawal form

(If you want to cancel the contract, please fill out this form and send it back.)

Sample withdrawal form

(If you want to cancel the contract, please fill out this form and send it back.)

To  
COOLIMEX  
Malteserplatz 2  
92224 Amberg  
Germany

Phone: +49-(0)9621-9706909

Fax: +49-(0)9621-9706908

E-Mail: [info@coolimex.de](mailto:info@coolimex.de)

- I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following services (\*)

.....

- Ordered on (\*)/received on (\*)

.....

- Name(s) of consumer(s)

.....

- Address of consumer(s)

.....

- Signature of consumer(s) (only for paper communication)

.....

- date

.....

(\*) Delete as appropriate.