# General Terms and Conditions | B2B

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## 1. Parties and scope

The contracting party is L & R Kältetechnik GmbH & Co. KG, Hachener Straße 90a-c, 59846 Sundern, Germany, trading as Art of Cryo (“Supplier”). These terms apply to business customers, public-law entities and public-law special funds. Individually negotiated terms prevail. Customer terms apply only if expressly accepted in text form. Rental transactions require supplementary rental terms. German law applies, excluding the CISG.

## 2. Products and performance

The scope is determined by the quotation and order confirmation, including Cryo, Flow, MCS, Lumera and other specified systems and any expressly agreed installation or service. Technical changes are permissible only if reasonable and without adverse effects on agreed performance, functionality or safety.

## 3. Intended use and safety

The product documentation governs intended use and regulatory classification. Medical claims, approvals or therapeutic results are not promised unless expressly agreed and substantiated. Operators must observe operating instructions, contraindications, staff training and applicable law. Mandatory manufacturer duties remain unaffected.

## 4. Customer cooperation, installation and acceptance

The Customer shall provide agreed site access, space, utilities and infrastructure on time. Delays attributable to the Customer reasonably extend affected deadlines; necessary documented extra costs are recoverable. Where acceptance is required, the Supplier requests acceptance after functional testing and sets a reasonable period. Minor defects do not justify refusal; deemed acceptance applies only under statutory requirements.

## 5. Prices, deposits and payment

Unless individually agreed otherwise: 50% of the net order value plus VAT after contract conclusion and invoicing; 40% upon notice of contractual readiness for dispatch and before dispatch; 10% after required acceptance or, for goods-only contracts, after delivery. Invoices are payable within seven calendar days of receipt, but not before the relevant milestone. Dispatch may be suspended pending payment of due advance amounts not lawfully withheld.

## 6. Late payment and customer-caused delays

Sections 286 and 288 German Civil Code (BGB) apply, including statutory business default interest and, where applicable, the EUR 40 lump sum. After an appropriate cure period, statutory suspension, termination and damages rights apply. If the Customer fails to accept conforming goods or delays required preparations, statutory rules on default of acceptance, transfer of risk and reimbursement of necessary evidenced storage, transport and other additional costs apply. Readiness for dispatch alone is not deemed acceptance.

## 7. Cancellation, termination and deposits

There is no general right to cancel free of charge. Purchase and contracts for goods to be manufactured may be terminated unilaterally only as provided by law or agreement. Statutory termination rights for works contracts, including BGB section 648, remain unaffected, with credit for expenses saved and alternative earnings. The Supplier may set off legally valid remuneration or damages claims against deposits received; deposits do not automatically become non-refundable and any balance must be refunded. Voluntary mutual termination may be subject to a separately agreed reasonable termination payment.

## 8. Defects and maintenance

For new movable goods sold to businesses, the limitation period for defect claims is generally twelve months from the statutory starting point where lawful. This does not restrict claims for intent, gross negligence, injury to life, body or health, fraud, guarantees or mandatory longer periods. Works and construction contracts remain subject to mandatory special rules. BGB/HGB commercial inspection and notification duties apply where relevant. Ordinary wear is not itself a defect; defects existing at transfer of risk remain covered. Missed maintenance or unauthorized alterations affect claims only where causally relevant.

## 9. Retention of title

To the extent permitted, title remains with the Supplier until all claims arising from the ongoing business relationship have been paid. Resale in the ordinary course is permitted; corresponding receivables are assigned in advance up to the outstanding invoice amount. Statutory ownership rules apply to processing or combination.

## 10. Liability

Liability remains unlimited as provided by law for intent, gross negligence, injury to life, body or health, fraudulent concealment, express guarantees and mandatory product liability. For ordinary negligence, the Supplier is liable only for breach of material contractual duties, limited to typical damage foreseeable at contract conclusion; such claims are additionally capped at 100% of the net value of the affected contract insofar as this adequately reflects typically foreseeable loss and is legally enforceable. Otherwise liability for ordinary negligence is excluded to the extent permitted. Mandatory liability is not capped.

## 11. Remote access and data protection

Remote access is provided only as agreed or requested, generally for technical operating data. The Customer shall provide agreed connectivity. Personal data shall be processed only on a lawful basis and any necessary separate data protection agreements shall be concluded.

## 12. Export control and sanctions

Performance is subject to mandatory export-control and sanctions law. Statutory suspension and termination rights apply where performance is legally prevented.

## 13. Place of performance and jurisdiction

Where legally permissible, the place of performance is Sundern and the exclusive place of jurisdiction is Arnsberg, Germany, subject to section 38 German Code of Civil Procedure. Invalid terms are replaced by applicable law; remaining terms continue to apply.