

# LIEBHERR GENERAL TERMS AND CONDITIONS OF SALE FOR REFRIGERATORS AND FREEZERS – CONSUMER SALES AND SERVICES

All deliveries made and services carried out by Liebherr-Singapore Pte. Ltd and/or any of its affiliates (hereinafter collectively referred to as "LIEBHERR") to any consumers or other end-customers (hereinafter referred to as "CONSUMER") as well as all payments to be made to LIEBHERR in relation thereto shall be exclusively governed by the following General Terms and Conditions of Sale.

## 1. PRICE AND PAYMENT TERMS

1.1 The prices for any goods shall be as set out in the then current price list of LIEBHERR valid at the time of sale. With respect to services (installation, repairs not covered by warranty and similar services), LIEBHERR shall charge its then current hourly rates and prices for the goods used in the provision of such services; for this purpose, the time spent for the purpose of travelling to and from the work site as well as the waiting time spent at the work site constitute working time. For overtime, night work and work on Sundays or public holidays, the then current LIEBHERR surcharges shall apply.

1.2 Payments to LIEBHERR shall be made without offset or deduction (and free from any charges, fees and similar) immediately on receipt of invoice.

1.3 Subject to the terms of payment set out in the purchase order and/or the service application form, the CONSUMER must pay the full price for the goods or services to LIEBHERR immediately prior to or upon delivery. The CONSUMER is liable for all applicable taxes, duties or levies (including goods and services tax) arising as a result of the sale or supply of the goods and/or services.

1.4 If the applicable payment date and/or payment period is not complied with by CONSUMER, LIEBHERR shall have the right to charge and invoice CONSUMER – without need of any particular notification to this effect – an annual finance charge of 8% (eight percent) above the current base interest rate set by LIEBHERR's bank in Singapore, but in no event less than an annual charge of 10% (ten percent) of the past due balances, together with all other expenses and costs (including attorneys' fees on a full indemnity basis) incurred by LIEBHERR as a result of or in relation to the non-compliance of CONSUMER with payment terms. The above compensation for finance charges and related costs is not in lieu of, and shall be in addition to any other remedy that LIEBHERR may have pursuant hereto, under any other agreements with CONSUMER and/or at law.

## 2. DELIVERIES; DUTY TO COOPERATE

2.1 The agreed periods or dates of delivery of the goods or services shall be automatically extended for such period of time as LIEBHERR is prevented from or delayed in complying with its respective obligations by causes outside of LIEBHERR's control, including, without limitation, any act of God, accident, fire, earthquake, flood, explosion, strike, act of a public enemy, war, rebellion, insurrection, sabotage, transportation delay, shortage of raw material, energy or machinery, executive, judicial or administrative act, regulation order or decree of any government (collectively "Events of Force Majeure"). Any such Event of Force Majeure shall also automatically suspend, for its respective duration, the legal consequences of any default situation for which LIEBHERR is to be held responsible. Upon occurrence of any such Event of Force Majeure LIEBHERR may cancel unfulfilled contracts in full or in part by giving written notice thereof. Should LIEBHERR cancel such contract in full or in part in accordance with the above, it shall forthwith refund CONSUMER any such amount of advance payments as is attributable to the cancelled part of the contract and CONSUMER shall not be entitled to any other compensation and/or remedy with respect to the so cancelled contract (or part thereof).

2.2 LIEBHERR reserves the right to make delivery in installments.

2.3 The compliance of LIEBHERR with the agreed periods or dates of delivery is subject to the CONSUMER's compliance with all of its contractual obligations.

2.4 Except in accordance with Section 5.1, the CONSUMER is not entitled to claim for any loss or damages or to cancel, rescind or terminate the contract as a result of any delay in the delivery of the goods or services for any reason whatsoever.

## 3. TRANSFER OF RISK

Except as may be otherwise agreed in writing, the risk of loss to the goods in transit shall be transferred to CONSUMER at the time of delivery. If LIEBHERR has undertaken to ship the goods to CONSUMER, the risk of loss to the goods in transit shall be transferred to CONSUMER upon their delivery to the first carrier.

## 4. RETENTION OF TITLE

4.1 LIEBHERR reserves full title in and property to all goods until such time as CONSUMER has fully paid all and any amount owed to LIEBHERR as a result of or in relation to the respective contract ("Reserved Goods"). LIEBHERR shall be entitled at any time to require the CONSUMER to deliver up the Reserved Goods to LIEBHERR. If the CONSUMER fails to do so, LIEBHERR shall forthwith be entitled to enter upon any premises of the CONSUMER or any third party where the goods are stored and repossess the Reserved Goods. The CONSUMER shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Reserved Goods but if the CONSUMER does so all moneys owing by the CONSUMER to LIEBHERR shall (without prejudice to any of our other right or remedy) forthwith become due and payable. At all times while the Reserved Goods remain the property of LIEBHERR, the CONSUMER agrees to store the Reserved Goods separately at its premises so that they can be easily identified and not cause the Reserved Goods to lose their identifiable character or be intermingled with other goods in any way.

4.2 If the retention of title as set forth in the provision of Section 4.1 herein is not enforceable in accordance with the laws of the country where the goods are located, then CONSUMER and LIEBHERR will enter into a corresponding security instrument in the form and of the substance permissible in that country. CONSUMER will execute (and/or support LIEBHERR in the execution or any other action necessary for or in relation to the establishment) upon request of LIEBHERR any documents necessary to perfect such security instrument.

4.3 CONSUMER shall forthwith notify LIEBHERR of any seizure, confiscation or the imposition of any other form of rights on the goods to the benefit of third parties (whether by contract or operation of law) until CONSUMER has performed in full all of its obligations hereunder.

## 5. DEFAULT, DEFECTS, WARRANTY, INDEMNIFICATION

The following provisions set forth the sole and exclusive remedies available to the CONSUMER under the contract or otherwise in connection with the goods or services to which these General Terms and Conditions of Sale apply:

5.1 If LIEBHERR exceeds the contractually agreed periods or dates of delivery or performance or any other term (including, without limitation, any extension thereof that may apply in accordance with Section 2 hereof) by more than 8 (eight) weeks, the CONSUMER shall be entitled to cancel the contract by giving a respective written notice by registered mail, always provided that CONSUMER has given written notice to LIEBHERR of such default, and LIEBHERR does not remedy such default within 14 (fourteen) calendar days of such written notice, notwithstanding anything to the contrary in the contract or at law. LIEBHERR shall in no event be liable for any damages that the CONSUMER may incur as a result of or in relation to such cancellation.

5.2 In no event shall LIEBHERR be liable for any delay in delivery or performance unless such delay is caused by the gross negligence or willful default of LIEBHERR. Nothing contained herein excludes or limits LIEBHERR's liability in respect of (a) death or personal injury caused by its negligence; or (b) any other liability that cannot be limited or excluded under applicable law.

5.3 Immediately upon the delivery of the goods or the completion of the services, the CONSUMER shall thoroughly inspect the goods or services. Any damage, defect or other non-compliance with the contract that the CONSUMER detects as a result of such thorough inspection shall be immediately, but in no event later than within 48 (forty-eight) hours after the delivery of the goods or completion of the services, notified to LIEBHERR. In its notification, the CONSUMER shall specify the damage, defect or other non-compliance with the contract detected, the number and date of the respective delivery documents and/or invoice and the circumstances under which such damage, defect or other non-compliance with the contract became apparent. Should the CONSUMER fail to comply with any of the above requirements, the respective goods or services shall be deemed as accepted by the CONSUMER. The CONSUMER shall compensate LIEBHERR for any and all costs incurred as a result of or in relation to any non-justified claim or any claim that does not comply with the above requirements.

5.4 LIEBHERR exclusively warrants the goods delivered or services performed to be free from defects in material and workmanship during the Warranty Period. LIEBHERR does not give any other warranty except as expressly provided in this Section 5.3. All warranties, conditions or other terms implied by statute or common law are excluded. LIEBHERR specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. The warranty period for goods shall be 24 (twenty-four) months from their delivery and the warranty period for services shall be 6 (six) months from the completion of their performance ("Warranty Period"). With respect to spare parts, the Warranty Period shall be 6 (six) months from the delivery. The burden of proof with respect to any defects that the CONSUMER claims as being covered by this warranty shall rest upon the CONSUMER.

5.5 LIEBHERR's obligation and the CONSUMER's sole and exclusive remedy under the warranty extended in Section 5.4 above is limited to either the repair or replacement, at LIEBHERR's option and expense, of any good or service (or part thereof) found to be defective by LIEBHERR (for the purpose of Sections 5.5 and 5.6 hereinafter collectively referred to as "Remedies"). If LIEBHERR finally fails in its performance of the Remedies and the CONSUMER so requests, LIEBHERR shall either grant the CONSUMER a reasonable price reduction or, provided that the non-remedied defect is of such nature and substance that the CONSUMER is materially impaired in its use of the respective good or service, grant the CONSUMER the right to cancel the respective contract. The Remedies shall be the only remedies available to the CONSUMER. Title to the defective goods (or parts thereof) and which are replaced by LIEBHERR with replacement goods in the course of the performance of the Remedies shall pass to LIEBHERR. The costs of corrective actions performed by the CONSUMER or third parties mandated by the CONSUMER shall not be reimbursed by LIEBHERR.

5.6 The performance of the Remedies shall in no event extend the original Warranty Period set forth in Section 5.4 hereof, and only the remaining period of the original Warranty Period shall apply to the repaired/replaced goods.

5.7 Without prejudice to any other obligation to provide proof that the CONSUMER may have pursuant hereto or otherwise, the CONSUMER shall as part of any warranty claim prove the following circumstances, to the extent such may be of relevance with respect to the causation of the claimed defect:

5.7.1 the exclusive use of original LIEBHERR-spare parts;

5.7.2 the performance of modifications or repair work exclusively by authorized personnel of LIEBHERR or third party contractors approved by LIEBHERR; and

5.7.3 the performance of any services in accordance with the applicable LIEBHERR-service manuals.

5.8 Should the CONSUMER fail to comply with any of the above obligations, the CONSUMER shall be deemed to have waived its rights under the above warranty and any and all warranty claims of the CONSUMER shall be excluded.

5.9 The above warranty shall however not apply with respect to any:

5.9.1 used goods;

5.9.2 normal wear and tear of the goods (or parts thereof);

5.9.3 consequences of any improper operation, abuse or misuse of the goods (or parts thereof) as well as physical damage to the goods (or parts thereof);

5.9.4 light bulbs and glow lamps and other luminaries;

5.9.5 breakage of glass, lacquer and enamel;

5.9.6 consequences of the use of any attachments or modifications to the goods (or parts thereof) that have not been approved by LIEBHERR;

5.9.7 damage or destruction as a result of or in relation to the acts of any third parties or Events of Force Majeure; damage or destruction as a result of or in relation to the operation of the goods (or parts thereof) prior to the completion of their repair and/or operation of the goods (or parts thereof) despite the occurrence of a defect;

5.9.9 damage or destruction as a result of or in relation to any improper repair or attempted repair by third parties other than LIEBHERR;

5.9.10 infringement of any foreign copyrights, trademarks or patents;

5.9.11 non-compliance of the goods (or parts thereof) or services with any foreign regulations or laws or due to customer specific modifications that have not been explicitly agreed to by LIEBHERR in writing;

5.9.12 deviations of the goods (or parts thereof) from the agreed measures, weights or quality, which are usually tolerated in trade or by common standards;

5.9.13 non-LIEBHERR furnished goods or services.

5.10 For the performance of the Remedies, the CONSUMER shall grant LIEBHERR a remedy period of not less than 14 (fourteen) calendar days from the date that CONSUMER gives written notice to LIEBHERR requiring LIEBHERR to remedy; provided that such remedy period shall be reasonably extended if the operating conditions of LIEBHERR so require. If LIEBHERR elects to perform the Remedies at the facilities of the CONSUMER, the latter shall grant LIEBHERR reasonable and safe access to the respective goods (or parts thereof).

5.11 If the defective goods are located in a place other than the place of performance, LIEBHERR shall bear the costs of any corrective actions only to such extent as they would have accrued if the corrective actions would have been performed at the place of performance.

5.12 If the goods (or parts thereof) actually infringe any copyrights, trademarks or patents granted in the country of domicile of LIEBHERR, and if, furthermore, such infringement prevents the CONSUMER from using the respective goods or materially impairs its use of the respective goods, LIEBHERR shall, at its option and expense, either procure for the CONSUMER the right to use the goods free from any liability to third parties that may result from the infringement or replace the goods (or parts thereof) found to be infringing, within a reasonable period of time, by non-infringing goods (or parts). The provisions of Section 5.4 hereof shall apply accordingly to such replacement goods. The foregoing states the entire liability of LIEBHERR with respect to the infringement of any copyrights, trademarks or patents by the goods (or parts thereof). In no event shall LIEBHERR be liable for any infringement based upon the manufacture, use, operation or sale of the goods (or parts thereof) that results from or in relation to a combination of such goods (or parts thereof) with any apparatus or things not furnished under the contract.

5.13 LIEBHERR extends no representations, warranties or guarantees whatsoever with respect to the goods or services, except as provided in herein or if such representations, warranties or guarantees have been explicitly accepted by LIEBHERR in writing. Should such representations, warranties or guarantees have been extended by LIEBHERR in accordance herewith and should LIEBHERR breach any such representations, warranties or guarantees, then the provisions of this Section 5 (in particular, but without limitation, the provisions of Sections 5.3 to 5.12) shall apply accordingly.

5.14 In no event shall LIEBHERR be liable to the CONSUMER for any misuse, abuse or other unusual or improper use of the goods (or parts thereof) or for any modification of the goods (or parts thereof) that has not received LIEBHERR's explicit prior written approval. The CONSUMER shall defend, fully indemnify and hold LIEBHERR, its affiliates, distributors and agents, and their respective officers, directors and employees, harmless from any and all claims, suits, actions, liabilities, damages and costs (including without limitation attorney's fees) arising out of or in relation to any such misuse, abuse or other unusual or improper use of the goods (or parts thereof) or any such non-approved modification of the goods (or parts thereof).

5.15 To the fullest extent permitted by law, any and all rights or remedies of the CONSUMER (whether under contract or at law) other than those specified herein above shall herewith be excluded. In particular, but without limitation, LIEBHERR shall in no event be liable for the CONSUMER's loss of profit, loss of goodwill, loss of use of the goods, loss of time, inconvenience or for any indirect, consequential or incidental damages.

## 6. TERMINATION

6.1 LIEBHERR may, at its option and without prejudice to any of its rights, either suspend further deliveries, require payment in advance or terminate any contract by written notice to the CONSUMER where the CONSUMER defaults on any payment due under the contract or commits an act of bankruptcy.

## 7. PLACE OF PERFORMANCE, LAW APPLICABLE AND VENUE

7.1 Unless otherwise agreed in writing, the place of performance for any delivery of goods shall be at the main offices of LIEBHERR and for any performance of services at the place at which such services are to be performed.

7.2 Any and all legal relations between the CONSUMER and LIEBHERR out of or in relation to the contract shall be governed by and construed in accordance with the laws of Singapore.

7.3 The exclusive legal venue shall be the competent court at the main offices of LIEBHERR. However, LIEBHERR shall be free to opt for bringing an action to any competent court at the place where the CONSUMER disposes of property or other tangible goods.

## 8. GENERAL CONDITIONS

8.1 The CONSUMER shall not directly or indirectly assign the contract or any of its rights or obligations hereunder, without the prior written consent of LIEBHERR.

8.2 The CONSUMER undertakes to effect and maintain at its expense, until such time as the retention of title and property for the benefit of LIEBHERR in accordance with Section 4 hereof has ceased, a broad and comprehensive form of insurance coverage for the Reserved Goods. Such insurance coverage shall be on an "all risk" basis (including, but not limited to, theft and break-down) and shall cover the Reserved Goods for their full replacement value. Upon request of LIEBHERR, the CONSUMER shall provide LIEBHERR with such form and type of evidence with respect to the existence of such insurance coverage as LIEBHERR may request.

8.3 The CONSUMER hereby assigns, until such time as the retention of title and property for the benefit of LIEBHERR in accordance with Section 4 hereof has ceased, its rights to indemnity under the above insurance coverage to LIEBHERR.

8.4 Any amendment, extension, limitation or other modification of the contract or the present General Terms and Conditions of Sale shall not be binding upon LIEBHERR, unless LIEBHERR has explicitly accepted such amendment, extension, limitation or other modification in writing.

8.5 The present General Terms and Conditions of Sale are not intended to, and do not, give any person who is not a party to it any right to enforce any of the provisions.

8.6 The CONSUMER agrees and consents to LIEBHERR collecting, using, processing and disclosing personal data of the CONSUMER for the purposes of performing its obligations under the contract and for managing the business. CONSUMER further consents to LIEBHERR transferring such personal data to third parties whether in Singapore or outside Singapore, including without limitation, to any agent, contractor, service provider, any professional adviser of LIEBHERR for such purposes.

## 9. SPECIAL CONDITIONS FOR PURCHASES THROUGH THE WEB-SHOP

The following Special Conditions for Purchases through the Web-Shop shall apply to all deliveries made and services carried out by LIEBHERR to any CONSUMER through the web-shop available at <https://home.liebherr.sg/shop> ("Website") as well as all payments to be made to LIEBHERR in relation thereto. The following conditions shall apply in addition to the General Terms and Conditions of Sale as set out above and replace contradicting provisions or parts thereof.

9.1 The presentation of products on the Website is an invitation to treat and does not constitute an offer to conclude a purchase contract. By placing an order with a simple "click" on the "Buy now" button, the CONSUMER makes a binding, unconditional offer to LIEBHERR to conclude a contract. The CONSUMER will immediately receive an order confirmation by email. This order confirmation confirms only that LIEBHERR has received the CONSUMER's order and lists the details of the order, such as the products ordered, prices, shipping and other details. It does not constitute acceptance by LIEBHERR of the offer made by the CONSUMER, and the order confirmation is not binding on LIEBHERR. LIEBHERR reserves its right to reject the CONSUMER's offer at LIEBHERR's discretion notwithstanding that an order confirmation has been sent to the CONSUMER. A purchase contract is only concluded and binding on both LIEBHERR and the CONSUMER when the CONSUMER's order is accepted by LIEBHERR by LIEBHERR sending a further email to the CONSUMER confirming the shipment of the products (shipping confirmation).

9.2 The prices for any goods and the price for the delivery for the goods shall be as set out on the Website.

9.3 Payments to LIEBHERR shall be made without offset or deduction (and free from any charges, fees and similar) (a) in relation to goods: immediately upon making the order for the goods on the Website; (b) in relation to services: immediately on receipt of invoice.

9.4 Subject to the terms of payment set out on the Website, the CONSUMER must pay the full price for the goods or services to LIEBHERR immediately (prior to delivery).

9.5 Immediately upon the delivery of the goods or the completion of the services, the CONSUMER shall thoroughly inspect the goods or services. Any damage, defect or other non-compliance with the contract that the CONSUMER detects as a result of such thorough inspection shall be immediately, but in no event later than within 7 calendar days after the delivery of the goods or completion of the services, notified to LIEBHERR.