



TERMS AND CONDITIONS

1. CONTRACTING PARTIES

These terms and conditions (hereafter referred to as the "Agreement") shall exclusively govern the sales transaction between you and:

Climatech.dk ApS

Danish company registration no. (CVR no.): DK33759487
Denmark
salg@climatech.dk
(+45) 70 400 141
(Hereafter referred to as "Climatech")

2. THE AGREEMENT

This Agreement can only be entered into in English language.

Certain parts of the Agreement does not apply (or applies only with limitations or amendments) to non-consumers as further set out in clause 8 under.

3. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with the Agreement, is governed by and shall be construed in accordance with Danish law.

Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by the ordinary Danish courts, with the Court of Aarhus as court of first instance.

4. PRICES AND DELIVERY

All prices shown on the website are quoted in EUR (€). Prices are shown both inclusive and exclusive of Danish VAT. Prices may be subject to change without notification.

The delivery time on each product is stated by Climatech's best estimate and such shall not be binding on Climatech

unless a fixed delivery time is expressly agreed and confirmed by Climatech in writing.

Climatech delivers only to the countries available in the checkout process.

5. PAYMENT

The available payment methods are prepayment via a) credit card or b) PayPal.

Climatech will authorize your credit card used for payment at the time of order. Your credit card will not be charged until the order is shipped.

6. CANCELLATION

If you are a consumer and you have bought the product directly from Climatech's webshop, you have the right to withdraw from this Agreement within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party (other than the carrier) indicated by you acquires physical possession of the products.

To exercise the right of withdrawal, you must inform Climatech of the decision to withdraw from the Agreement by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the withdrawal form provided in the order confirmation e-mail, but it is not obligatory. Climatech recommends using Climatech's support system at www.support.ctsmall.eu to ease the return process.

To meet the withdrawal deadline, it is sufficient for you to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Upon withdrawal from the Agreement, Climatech shall reimburse to you all payments received, safe for costs as mentioned below, without undue delay and in any event no



later than 14 days from the day on which Climatech receives the returned products. Climatech will carry out such reimbursement using the same means of payment as used for the initial transaction, unless you and Climatech have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

You shall send back the products or hand them over to Climatech, without undue delay and in any event no later than 14 days from the day on which withdrawal is communicated to Climatech. The deadline is met if you send back the products before the period of 14 days has expired.

You must pay the direct cost of returning the products.

You are liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products. Climatech strives to secure the continuation of the excellent quality of our product range and cannot accept any defect or wear of the product upon dispatch to any buyer. As a result, you will in any case be liable for a quality check and re-establishment upon withdrawal and Climatech's receipt of the products if the product has been used. Furthermore, you will be held liable for the reduction in value for which the products can be re-sold. As a result, any withdrawal will be reduced by i) the cost of quality check and re-establishment, and/or ii) a reduction of the purchase price, if the products cannot be re-sold at full price as well as iii) any expense which might be needed for maintaining secure packaging. Any refund to you will be reduced by these items/amounts.

7. DEFECTS AND SUPPORT

Any defect to the delivered products is regulated by the Danish Sale of Goods Act (in Danish *købeloven*).

Climatech recommends using Climatech's support system at www.support.ctsmall.eu to provide notice of defects to Climatech.

If the product shows not to be faulty (or that the fault is not covered by Climatech's obligations) upon examination by Climatech, you will be held liable for i) time spent for

Climatech's employees handling the examination (as a minimum € 67 plus Danish VAT) and ii) the costs of return mail to you.

You shall only be entitled to claim remedy of defects or exchange (as applicable) of the products supplied and shall not be entitled to make any other claim for compensation or damages. In no event shall Climatech be liable for any, indirect or consequential loss for you or third parties.

Climatech's liability shall not include defects arising from faulty maintenance or incorrect mounting or use carried out by you, alterations or changes made without Climatech's consent in writing, repairs carried out improperly by you or ordinary wear and tear or deterioration.

Climatech's products may contain batteries. By nature, batteries are wearing parts and have limited lifecycles. Battery change may be necessary during the lifetime of the product.

The product will only function with the heat pumps as specifically mentioned in the list of compatibility for the product in question.

Support in relation to your order can be found by making an inquiry at www.support.ctsmall.eu.

8. SPECIAL CONDITIONS FOR NON-CONSUMERS

For non-consumers general conditions stated in the Agreement apply unless otherwise stated elsewhere in the Agreement or specified under this item 8.

8.1 Prices, delivery and payment

Item 4 and 5 over shall not apply to non-consumers.

Prices, delivery times and payment are subject to individual agreement. Term of delivery is *ex works* (Incoterms).

Climatech retains all rights of title and ownership in and to the products until payment has been received in full by Climatech in accordance with the individual agreement.



In case of late payment, default interest will be charged pursuant to the provisions of the Danish Interest Rate Act unless otherwise individually agreed or indicated on Climatech's invoice.

8.2 Cancellation

Clause 6 over shall *not* apply to non-consumers. Non-consumers have no right to cancellation or withdrawal of orders.

8.3 Limited warranty, liability and support

Item 7 over shall apply to non-consumers with the following amendments:

The warranty for delivered products purchased by non-consumers is limited to 1 year.

You are not entitled to return damaged or defective products to Climatech before providing notice of the defect to Climatech using Climatech's support ticket system (RMA procedure) at www.support.ctsmall.eu.

In case of a faulty part, the defect shall be remedied at Climatech's choice of either *i*) delivering a new part to the buyer against return of the faulty part or *ii*) repair of the product. Any refurbishment of the product does not constitute a longer warranty period of complaint than already specified in this Agreement. Any returned faulty part shall be the property of Climatech.

If the product shows not to be faulty (or that the fault is not covered by Climatech's obligations) upon examination by Climatech, you will be held liable for *i*) time spent for Climatech's employees handling the examination (as a minimum € 67 plus Danish VAT) and *ii*) the costs of return mail to you.

Climatech disclaims and excludes all other warranties, statutory, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose or any warranty arising out of any course of dealing, customer or usage of trade.

Climatech will not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

Climatech's total liability will be limited to the price paid for the product.

Climatech will not be liable for any warranties or deliver products on any conditions or terms other than as stated in the Agreement or required by mandatory law.

If the products are resold, you are responsible for providing support to the end-user.