

General Terms and Conditions of Business (GTC)

(effective from January 1st, 2025)



1. Scope of application

These General Terms and Conditions of Business (hereinafter referred to as "GTC") shall apply to all deliveries and services provided by Tyczka Trading GmbH & Co. KG (hereinafter referred to as "Tyczka"), unless otherwise agreed in individual contracts. Other terms and conditions of business (in particular terms and conditions of purchase) are hereby expressly rejected; they shall only become part of the contract if expressly confirmed in writing by Tyczka. These GTC are an integral part of all contracts concluded between Tyczka and its contractual partners (hereinafter also referred to as "customer") for the deliveries or services offered by Tyczka. They shall also apply to all future deliveries, services or offers to the customer, even if they are not subject of a further separate agreement. This version of the GTC replaces all previous versions.

2. Offers

Offers made by Tyczka are subject to confirmation and non-binding, unless they are expressly marked as binding; they shall be understood to be a request to the customer to submit a contract offer. Unless otherwise agreed by the parties, the contract shall be concluded upon written confirmation by Tyczka (e.g., by letter, fax or e-mail) within two weeks (order confirmation).

Following the discussions of deliveries over the phone (spot transaction), Tyczka will send an order confirmation to the customer by e-mail within forty-eight hours. The corresponding legal transaction is concluded with the content described in the e-mail if the customer does not object within twelve hours after receipt of this order confirmation.

To the extent that a supply contract for a fixed period of time has been concluded in writing or in text form, the legal relationship between Tyczka and the customer is solely governed by the supply contract, including these General Terms and Conditions. The supply contract fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal commitments made by Tyczka prior to the conclusion of this contract are not legally binding, and verbal agreements between the contractual parties are replaced by a contract concluded in writing or in text form, unless it is expressly agreed that the verbal agreements are to remain valid in each specific case.

Any amendments or changes to the agreements, including the present General Terms and Conditions of Business, require text form to become effective.

Information provided by Tyczka concerning the subject of the supply or service (e.g., weights, dimensions, utility values) as well as illustrations of the same (e.g., drawings and illustrations) shall only count as approximations, unless the use for the contractual intended purpose depends upon precise compliance. They are no guaranteed quality specifications, but descriptions or identifications of the supply or service. Deviations that are customary in the trade and deviations that occur due to legal regulations are permissible insofar as they do not impair the usability for the contractually intended purpose.

Tyczka expressly reserves the ownership or copyright of all offers and cost estimations submitted by Tyczka. Without the explicit consent of Tyczka, the customer may not make them accessible to third parties, disclose them, use them by himself or through third parties, or reproduce them, either as such or in terms of their content.

3. Payment, delay, offsetting

Invoices are due for payment immediately without deduction. Periodically recurring payments (in particular rent and instalment

payments) for which Tyczka does not issue an invoice are due without deduction on the agreed date, at the latest at the end of the respective period. The receipt of payment by Tyczka is decisive for the timeliness of the payment.

Should Tyczka make advance delivery, Tyczka reserves the right to check the creditworthiness of the customer via a credit agency at any time based on its legitimate interest to avoid default of payment.

In case of default of payment Tyczka is entitled to charge a reminder fee for each reminder of the customer. If the customer is in default of payment, Tyczka shall also be entitled to rescind the contract after granting a reasonable grace period.

It is excluded to set off Tyczka's claims for payment insofar as the matter does not concern the customer's counter-claims that are recognized by Tyczka, or which are undisputed or legally established.

4. Retention of title

The delivered goods shall remain the property of Tyczka until full payment of the purchase price. If the delivered goods are mixed or blended with other items, Tyczka shall acquire co-property in the new item at a share corresponding to the value of the goods delivered by Tyczka in relation to the value of the new item. The same shall apply if the delivered goods are consumed during the production of the new item. The goods may neither be pledged nor transferred by way of security without Tyczka's consent. The customer shall immediately notify Tyczka of any seizure or other encumbrance by third parties and provide Tyczka with the necessary assistance to protect its rights.

If Tyczka concludes a transaction with another entrepreneur, the goods shall remain property of Tyczka until full payment of all current account balances of Tyczka including interest, financing costs and other ancillary costs. If the customer so requests, Tyczka shall be obliged to release the securities to which it is entitled to the extent that the realisable value of the securities exceeds the value of Tyczka's outstanding claims against the customer by more than 10%. However, Tyczka may select the securities to be released.

If Tyczka concludes a transaction with another entrepreneur, the customer shall be entitled to resell the retained goods in the ordinary course of business as long as he is not in default of payment and as long as the goods were not delivered to him as end customer. The customer hereby assigns to Tyczka by way of security its claims arising from the resale of the goods subject to retention of title and, in the event of insolvency proceedings against the assets of a customer, its rights of segregation and separation up to the amount owed to Tyczka.

5. Supply

Tyczka is entitled to perform partial deliveries. Tyczka shall only be bound to certain delivery dates if a fixed transaction has been agreed in writing or in text form. Otherwise, Tyczka's statements regarding delivery periods or entry temperatures are non-binding.

By placing an order for the supply of LPG, the customer warrants that it will comply with all safety regulations applicable to the storage, refuelling and use of LPG and that the LPG supplied will only be used to supply and operate equipment and appliances which have been tested and are in good working order in accordance with the regulations during the periods provided for this purpose.

The quantities decisive for the calculation shall be determined for all goods in the supplying plant or supplying storage, in the

case of supply by tanker lorries with suitable measuring equipment by means of these.

If the customer has to provide means of transport and transport containers, it must send these to the agreed filling facility on time and free of freight and charges at its own risk. Tyczka may return damaged means of transport and containers to the customer at the customer's risk and expense and instead provide and dispatch rented or its own means of transport and containers for a reasonable fee.

Tyczka is not liable for contamination of the goods or for other damage caused by unclean means of transport and containers of the customer or their other defective condition.

a) Supply by ship (inland waterway vessel/deep-sea vessel)

For supply by ship, special contract conditions agreed for the individual case shall apply.

b) Supply in rail tank wagon

Supply shall be made to the customer in rail tank wagons provided by Tyczka with a capacity of up to 60 t, carriage paid to the point of transfer of the railways used. Any delivery charges incurred from the transfer point shall be borne by the consignee.

If no deviating individual agreement or separate regulations have been made with regard to the lease, EUR 36.50 per commenced calendar day and rail tank wagon, irrespective of the type and size, shall be due for payment from the date of delivery at the transfer point until the arrival of the rail tank wagons at the receiving point designated by Tyczka. In any case, empty rail tank wagons shall be sent without delay to the receiving point designated by Tyczka. Any demurrage and other costs incurred for delayed acceptance and/or return shall be borne by the customer. The customer who is in possession of a wagon shall be liable to Tyczka for any damage caused by loss of or damage to the rail tank wagon, unless he can prove that he is not responsible for the damage.

c) Supply in large-capacity road tanker

Supplies shall be made in large-capacity road tankers provided by Tyczka with a commercial capacity, carriage paid to the delivery point. Supplies shall only be made if sufficient liquefied petroleum gas storage tanks, suitable access routes and proper filling facilities are available at the customer's premises. The customer shall ensure that the access roads and the filling site can be safely accessed by a road tanker with a total weight of approx. 40 t and a vehicle length of approx. 15 m.

6. Compliance with legal requirements in the drop shipping business

The customer shall ensure that in the drop shipment business the collector takes possession of untaxed energy product or energy product taxed at a reduced rate as his authorised representative.

The customer shall be responsible for ensuring that he and his buyer comply with all statutory and official regulations, in particular for the dispatch, storage and use of untaxed energy products or energy products taxed at a reduced rate.

7. Defects, warranty

The warranty period is one year as of delivery. This period shall not apply to claims for damages of the customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by Tyczka or its vicarious agents, which shall in each case become statute-barred in accordance with the statutory provisions.

The supplied goods are to be inspected carefully immediately after delivery to the customer or to the third party designated by the customer. They shall be deemed to have been accepted by the customer with regard to obvious defects or other defects which would have been recognisable in the course of an immediate, careful examination, if Tyczka does not receive a notice of defect in text form within three working days after handover. In respect of other defects, the delivered items shall be deemed to have been accepted by the customer if Tyczka does not receive a notice of defect within five working days after the point in time at which the defect became apparent; if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall, however, be decisive for the commencement of the period for giving notice of defects. On Tyczka's request, a defective item of supply is to be returned to Tyczka freight charges prepaid. In the event of a justified complaint, Tyczka shall reimburse the costs of the most favourable shipping route; this shall not apply if the costs increase because the item to be shipped is located at a place other than the place of intended use.

The customer must give Tyczka the opportunity to inspect the item. For this purpose, the item must remain in its original condition.

In the event of material defects of the supplied goods, Tyczka shall first be obliged and entitled to rectify the defect or to make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e., impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the customer may withdraw from the contract or reduce the purchase price accordingly.

If a defect is due to the fault of Tyczka, the customer may claim damages under the conditions set out in Clause 8.

The warranty shall not apply if the customer modifies the supplied goods or has them modified by third parties without the consent of Tyczka and if the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.

Tyczka does not guarantee that the supplied goods are suitable for the purpose intended by the customer.

8. Liability, compensation for damages

Tyczka shall be liable without limitation as far as the cause of damage is based on wilful intent or gross negligence. Furthermore, Tyczka shall be liable for the slightly negligent breach of essential contractual obligations, the breach of which jeopardises the achievement of the purpose of the contract, or for the neglect of contractual obligations, the fulfilment of which enables the proper performance of the contract in the first place and on the observance of which the customer may regularly rely. In this case, however, Tyczka shall only be liable for the foreseeable damage typical for the contract. Upon conclusion of the contract, the contracting parties assume that this typical contractual damage amounts to a maximum of three times the respective value of the goods. Tyczka shall not be liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences. The above limitations of liability shall not apply to claims of the customer under the German Product Liability Act, from the assumption of a guarantee, from fraudulently concealed defects as well as claims for bodily injury and damage to health attributable to Tyczka or in case of loss of life. To the extent Tyczka's liability is excluded or limited, this shall also

apply to the personal liability of employees, representatives and auxiliary persons.

9. Interference by third parties, notification of changes

If a third party interferes with rights or property of the customer or of Tyczka which are subject of a contract with Tyczka, the customer shall inform Tyczka immediately. This applies in particular to enforcement measures directed against the customer, as far as these may affect rights or property of Tyczka.

If the customer transfers goods or rights underlying a contract with Tyczka to a third party, the customer is obliged to transfer all rights and obligations arising from the contract with Tyczka to the third party. At the same time, the customer shall notify Tyczka of such transfer. Tyczka may agree or object to the transfer of the contract within 60 days after having been informed thereof.

The customer shall immediately notify Tyczka in text form of any change of name, company or address. The same applies to any case of legal succession or change in the legal form of the customer.

10. Force majeure

Circumstances and events for which Tyczka is not responsible and which prevent or significantly aggravate the delivery or service shall release Tyczka from its obligation to perform for the duration of their effects. This applies in particular to cases of force majeure, such as fire damage, floods, strikes, lawful lock-outs, official measures and epidemics (including epidemics and pandemics), weather conditions which exclude the transport of dangerous goods or only allow it with unreasonable risk, as well as if the normal supply or transport possibilities are no longer available due to civil unrest, war or civil war events, riots, state interventions (in particular sanctions for suppliers). In such cases Tyczka shall be entitled to deliver with a corresponding delay including a reasonable lead time.

11. Technical regulations, safety provisions

For delivery of gases, the customer shall comply with the regulations governing the handling of gases, in particular the provisions on occupational health and safety and accident prevention, including the relevant implementation rules, as well as the generally recognised rules of technology. Should Tyczka come to the conclusion that the conditions for the supply of goods and services to the customer could be unsafe, Tyczka may suspend its contractual (supply) obligations until the safety problem has been remedied by the customer.

12. Final provisions

If any provision of these General Terms and Conditions is or becomes invalid or void in whole or in part, this shall not affect the validity of the remaining provisions. The same shall apply in the event of (regulatory) gaps in the provisions.

Tyczka is entitled to unilaterally amend these GTC for good cause, e.g., due to new technical developments, changes in jurisdiction or laws or other equivalent reasons. Tyczka shall inform the customer of any amendment at least in text form (e.g., by e-mail), stating the content of the amended provisions. The amendment shall become part of the contract if the customer does not object in text form to Tyczka's inclusion in the contractual relationship within six weeks after dispatch of the notice of amendment. The objection to the inclusion of the amended GTC does not constitute a termination of the contractual relationship by the customer. In the event of an objection by the customer, Tyczka has the right to terminate the contractual relationship.

The place of jurisdiction is Wolfratshausen if the customer is a merchant, a legal entity under public law or a special fund under public law. The same shall apply if the party against whom legal action is to be brought relocates its domicile or habitual residence outside the area of application of the German Civil Code after conclusion of the contract or if its domicile or habitual residence is unknown at the time the lawsuit is filed.

Tyczka collects and processes personal data in compliance with the relevant regulations (EU General Data Protection Regulation (GDPR) / DSGVO and German Federal Data Protection Act (BDSG)). Further information on the processing of personal data can be found in the data protection declaration on the Tyczka website (www.tyczka-trading.com).

All intellectual property rights in drawings, specifications, data and data sheets and all other information and documents provided to the customer, irrespective of the medium, shall remain with Tyczka.

The contracting parties are obliged to maintain secrecy about the content of the contract and all commercial and technical details connected with it and not to pass on information of this kind to third parties.

The legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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Energy tax notice

a) Sec. 2 Para. 3 No. 5 German Energy Duty Act

Excise-privileged energy product! May not be used as fuel unless such use is permitted under the Energy Duty Act or the Energy Duty Implementation Ordinance.

Any use other than as fuel has consequences under tax and criminal law! In cases of doubt, please contact your competent main customs office.

b) Sec. 25 Para. 1 German Energy Duty Act

Excise-free energy product! May not be used as fuel or heating fuel or for the production of such substances!