

## I. General information

All deliveries are subject exclusively to the following terms and conditions. Agreements deviating from our general terms and conditions shall only become effective with our written confirmation; any invalidity of individual provisions shall not affect the validity of the remaining content of our terms and conditions.

## II. Offer and conclusion of contract

1. Our offers and prices are subject to change. Orders and commitments shall only become binding with our written confirmation. The customer shall be liable for any disadvantages and damages caused by incomplete or insufficiently precise information in the order.
2. The documents belonging to the offer, such as illustrations, drawings, weights and dimensions, are only approximate unless they are expressly designated as binding. We reserve the right of ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties. The customer undertakes to make plans designated as confidential accessible to third parties only with our consent.

## III. Price and payment

1. Unless otherwise agreed, prices are ex works including loading at the factory, but excluding packaging, freight, postage and insurance. Value added tax at the respective statutory rate shall be added to the prices.
2. The contract price is due upon receipt of the invoice or other request for payment and is payable immediately. Payments within 10 days of the invoice date can be made with a 2% discount, otherwise a discount deduction is not permitted.
3. In the absence of a special agreement, payment for ventilation systems is to be made in cash without any deduction free to the supplier's paying agent, namely
  - 1/3 down payment after receipt of the order confirmation
  - 1/3 as soon as the customer has been informed that the main parts are ready for shipment, the remaining amount within a further month.
4. The retention of payments or offsetting due to any counterclaims of the customer disputed by the supplier are not permitted.
5. If circumstances become known after conclusion of the contract which are likely to reduce the creditworthiness of the customer, the supplier shall have the right to withdraw from the contract. If the aforementioned reasons lead to withdrawal from the contract, claims for damages on the part of the customer shall be absolutely excluded.
6. Default of payment shall occur without a reminder 30 days after the invoice date. Without a formal notice of default interest shall then be charged at 5% above the discount rate of the Deutsche Bundesbank.

## IV. Delivery period

1. The delivery period begins with the dispatch of the order confirmation, but not before complete clarification of all technical and commercial technical and commercial details have been clarified or before the customer has provided the necessary documents, approvals and releases to be provided by the customer and before receipt of an agreed down payment. Delivery times are always deemed to be approximate unless they have been expressly agreed as "fixed dates".
2. The delivery deadline shall be deemed to have been met if the delivery item has left the factory or readiness for dispatch has been notified.
3. The delivery period shall be extended appropriately in the event of measures within the framework of labor disputes, in particular strikes and lockouts, as well as in the event of unforeseen obstacles beyond the control of the supplier, insofar as such obstacles demonstrably have a considerable influence on the completion or delivery of the delivery item. This shall also apply if the circumstances occur at subcontractors. The supplier shall also not be responsible for the aforementioned circumstances if they occur during an already existing delay. In important cases, the Supplier shall inform the Purchaser as soon as possible of the beginning and end of such hindrances.
4. If there is a delay in the provision of services, the customer may set a reasonable grace period of at least one month in writing, after the fruitless expiry of which he shall be entitled to withdraw from the contract by written declaration.
5. Claims for damages due to delay or non-fulfillment are excluded, unless intent or gross negligence can be blamed.
6. Compliance with the delivery period presupposes the fulfillment of the customer's contractual obligations.

## V. Transfer of risk and acceptance

1. The risk shall pass to the customer at the latest upon dispatch of the delivery parts, even if partial deliveries are made or the supplier has assumed other services, e.g. the shipping costs or delivery and installation. If acceptance is required, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after the supplier's notification of readiness for acceptance. The customer may not refuse acceptance in the event of a minor defect.
2. If dispatch is delayed as a result of circumstances for which the customer is responsible, the risk shall pass to the customer from the day of readiness for dispatch. However, the Supplier shall be obliged to take out the insurance requested by the Purchaser at the latter's request and expense.
3. Claims for compensation for transport damage can only be asserted in writing, immediately and in connection with a written confirmation from the transport company carrying out the delivery.
4. Delivered items, even if they have minor defects, are to be accepted by the customer without prejudice to the rights under Section VII.
5. Partial deliveries are permissible.

## VI Retention of title

1. The supplier retains title to the delivery item until all payments arising from the delivery contract have been received.
2. The supplier shall be entitled to insure the delivery item at the customer's expense against theft, breakage, fire, water and other damage, fire, water and other damage, unless the customer has demonstrably taken out the insurance himself.
3. The customer may neither pledge the delivery item nor assign it as security. In the event of seizure, confiscation or other dispositions by third parties, he must inform the supplier immediately.
4. In the event of breach of contract by the customer, in particular default of payment, the supplier shall be entitled to take back the goods after issuing a reminder and the customer shall be obliged to surrender them. The assertion of the retention of title and the seizure of the delivery item by the supplier shall not be deemed a withdrawal from the contract.
5. Due to the retention of title, the supplier may only demand the surrender of the delivery item if he has withdrawn from the contract.
6. The application for the opening of insolvency proceedings entitles the supplier to withdraw from the contract and to demand the immediate return of the delivery item.

## VII Claims for defects

The supplier shall provide a warranty for material defects and defects of title in the delivery to the exclusion of further claims - subject to Section VIII - as follows:

### Material defects

1. All those parts which prove to be defective as a result of a circumstance occurring prior to the transfer of risk shall be repaired or replaced free of charge at the discretion of the supplier. The discovery of such defects must be reported to the supplier immediately in writing. Replaced parts shall become the property of the supplier.
2. The customer shall, after consultation with the supplier, give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the supplier deems necessary; otherwise the supplier shall be released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the Supplier must be notified immediately, shall the Purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier.
3. Of the direct costs arising from the repair or replacement delivery, the supplier shall bear the costs of the replacement part, including shipping, insofar as the complaint proves to be justified.
4. Within the framework of the statutory provisions, the purchaser has the right to withdraw from the contract if the supplier - taking into account the statutory exceptions - allows a reasonable deadline set for him for the repair or replacement delivery due to a material defect to expire fruitlessly. If there is only an insignificant defect, the customer shall only be entitled to a reduction of the contract price. The right to reduce the contract price is otherwise excluded.  
Further claims shall be determined in accordance with Section VIII.2 of these Terms and Conditions.
5. No warranty is given in the following cases in particular:  
Unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties, in particular if the DVS 2207 or DVS 2212 guidelines of the German Welding Society are not observed, non-compliance with electrical connection regulations, non-compliance with the operating instructions, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electronic or electrical inclusions - unless the supplier is responsible for them.
6. If the customer or a third party carries out improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.

## Defects of title

7. If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own expense, procure the right for the Purchaser to continue using the delivery item or modify the delivery item in a manner that is reasonable for the Purchaser so that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract. In addition, the Supplier shall indemnify the Purchaser against undisputed or legally established claims of the owners of the property rights concerned.
8. Subject to section VIII.2, the obligations of the supplier mentioned in section VII.7 are conclusive in the event of an infringement of property rights or copyrights. They shall only apply if
  - the Purchaser informs the Supplier immediately of any asserted infringements of industrial property rights or copyrights,
  - the Purchaser supports the Supplier to a reasonable extent in the defense against the asserted claims or enables the Supplier to carry out the modification measures in accordance with Section VII.7,
  - the Supplier reserves the right to take all defensive measures, including out-of-court settlements,
  - the defect of title is not based on an instruction of the Purchaser and
  - the infringement of rights was not caused by the fact that the customer has modified the delivery item without authorization or has used it in a manner not in accordance with the contract.

## **VIII. Liability**

1. If the delivery item cannot be used by the customer in accordance with the contract due to the fault of the supplier as a result of omitted or faulty execution of suggestions and advice given before or after conclusion of the contract or due to the breach of other contractual secondary obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of Sections VII and VIII.2 shall apply accordingly, to the exclusion of further claims by the customer.
2. The supplier shall only be liable for damage that has not occurred to the delivery item itself - for whatever legal reasons
  - a. in the case of intent,
  - b. in the event of gross negligence on the part of the owner / executive bodies or senior employees,
  - c. in the event of culpable injury to life, limb or health,
  - d. in the event of defects which he has fraudulently concealed or the absence of which he has guaranteed,
  - e. in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable breach of material contractual obligations, the supplier shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract.

Further claims are excluded.

## **IX. Statute of limitations**

All claims of the customer - on whatever legal grounds - shall lapse after 12 months. For assembled ventilation systems, 24 months shall apply, with the exception of the mechanical, electrical or electronic parts and units contained in the system.

Claims arising from replacement parts or repairs expire after 3 months. The statutory periods shall apply to claims for damages in accordance with Section VIII.2.

## **X. Applicable law, place of jurisdiction**

1. All legal relationships between the supplier and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties.
2. The place of jurisdiction shall be the court in Dresden responsible for the Supplier's registered office. However, the Supplier shall be entitled to bring an action at the Purchaser's principal place of business.