

## Terms and Conditions of Delivery, Payment and Warranty

### **A) General**

The following Terms and Conditions of Delivery and Payment exclusively govern the delivery of all our goods, including to the extent that service contract law applies. They are material in all individual cases if an order is placed or a reference to them is accepted. Any buyer terms and conditions to the contrary are only binding if we expressly confirm them in writing. Verbal agreements between the two parties are only binding if they are confirmed in writing. Without exception, our customers are resellers or businessmen, with the contract forming part of operations of their retail business, or legal entities under public law or with separate public law assets.

### **B) Offer and order**

1. The agreed prices may only be increased if the delivery period is longer than 4 months. In the case of delivery periods up to 6 months, an increase of up to 4% is permitted; for longer delivery periods, the upper limit is 8%. If the price increase exceeds 5%, the customer may withdraw from the contract by written declaration within 2 weeks of receiving the notification of the price increase.
2. Orders addressed to us must be in writing. In the case of goods already in our inventory, or goods which can be delivered immediately, the order confirmation also serves as the invoice.

### **C) Delivery period and dispatch**

1. We make every effort to meet the agreed delivery deadlines in a timely manner. We are only liable to the extent described below.
2. If a delay occurs due to circumstances, which are not our responsibility, such as Acts of God or delivery difficulties suffered by our suppliers, the delivery deadline shall be postponed accordingly.
3. In the case of a delay, the buyer may only withdraw once a legally set extension period of one month has been exceeded. We are only liable for damage caused by delays in the event of gross fault; liability shall be limited to the damage foreseeable at the time of concluding the contract.
4. If call-off orders are placed, the buyer must accept the order within 3 months of placing it. Once this period has expired, we are entitled to deliver any total or remaining inventory of goods stored in our warehouse relating to the order after prior notification. If the agreed period of 3 months, or any other acceptance deadline, is exceeded, we are entitled to charge for any storage costs incurred, without any effects on our other rights.
5. Once the goods have left our business or warehouse, delivery is at the buyer's risk. This applies regardless of whether we deliver 'unfree ex warehouse' or 'free ex station' or 'free to buyer's property'.
6. If the buyer requests a faster delivery method, any additional costs are charged to him.
7. Carriage or delivery fees incurred at the place of acceptance are charged to the recipient.

### **D) Payment**

1. Unless specified otherwise, our prices are net without deductions, ex works. Special packaging requests are charged at cost. Packaging is not accepted back.

2. Payment becomes due 30 days after the invoice date without deductions.
3. We are entitled to deliver in return for payment on delivery or advance payment.
4. If a payment is made after the due date, we charge interest of 1% for each commenced month from the 1st day of maturity. This shall not affect our right to claim compensation for damage caused by the delay.
5. We are not obligated to make additional deliveries as part of any contract unless we receive full payment for overdue invoice amounts, including default interest. If the buyer delays an overdue payment, and if we learn of unfavourable circumstances regarding his financial situation, we may demand immediate payment of all deliveries, which remain unpaid, regardless of their due date, as well as advance payment for all new deliveries.
6. The buyer may only set off counterclaims accepted by the supplier or legally confirmed counterclaims, and only assert a right of retention based on such counterclaims. In the case of warranty, a right of retention for an unpaid purchasing price applies to the extent that the value of the service is reduced due to a defect.

### **E) Retention of title**

1. All goods delivered by us shall remain our property until all of our invoices and all of our other claims have been paid in full - and in the case of cheques, until these are cleared.
2. The buyer is entitled to sell on the goods subject to a retention of title as part of normal business operations; however, he is not entitled to pledge them or to transfer them as securities. The buyer hereby transfers his claim from the sale of goods subject to a retention of title to the supplier; the supplier hereby accepts this transfer. Irrespective of the transfer and the supplier's right of inclusion, the buyer continues to be entitled to collection so long as he meets his obligations towards the supplier and does not suffer a dwindling of assets. At the request of the third party, he shall be entitled to a co-ownership share of the new item corresponding to the proportionate value of the goods subject to a retention of title to the remaining processed goods at the time of processing, combining, mixing or blending.  
If the buyer obtains general ownership of the new item, the contractual parties agree that the buyer shall hereby maintain co-ownership of the new item for the supplier free of charge corresponding to the proportionate value of the processed, combined, mixed or blended goods.  
If the goods subject to a retention of title are sold on - regardless of whether this is done with or without processing, combining, mixing or blending -, the advance transfer agreed above shall only apply to the value of the goods subject to a retention of title, which are sold on together with other goods.
4. The supplier warrants that he shall release the securities to which he is entitled according to the provisions above at his option at the buyer's request to the extent that the value of the claims to be secured exceeds 20%.
5. The buyer shall inform the supplier immediately of any compulsory enforcement measures by third parties relating to the goods subject to a retention of title, or regarding any claims transferred by him in advance, and transfer any documents required for an intervention.
6. Templates, drawings and tools shall remain our property, even if the buyer pays for them in full or in part.
7. If we take back goods from the buyer, we shall credit them according to their age and condition at that point in time. The costs of returning goods are also charged to the buyer.
8. If items are manufactured according to the buyer's specifications, the latter must ensure that no property rights or third-party rights are violated.

### **F) Warranty**

1. We provide a 12-month warranty for goods delivered by us, under the following conditions. The buyer is responsible for customer services. The warranty period commences on delivery. The warranty period may not be extended with reference to downtimes during the period of repair. Our warranty (rectification or replacement) relates to all material or manufacturing faults for which evidence can be provided, if these occur during the warranty period and if we are made aware of them during this period. Warranty excludes disruptions or damage to electrical parts, bulb and neon lamps, plastic components and damage to glass, lacquer or enamel. The relevant manufacturer's warranty conditions apply to thermostats, ventilators, pressure controls, hermetic expansion valves, cold and air-conditioning equipment, control units and timer clocks. Disruptions and damage due to natural wear and tear or caused by improper use or maintenance, excessive use, any use other than intended use, climate, electrical or chemical influences, are excluded from warranty. Warranty ceases to apply in the case of change, incorporation of third-party components, actions or repairs not performed by us but by third parties.

2. If the delivered goods display only insignificant defects, the buyer must accept them. Packaging must be checked before acceptance to identify any damage and theft. Damaged shipments must only be accepted from the haulier after the damage has been acknowledged in writing. In the case of obvious defects, the defect must be reported to us at the latest within one week of the defect being identified. Liability is excluded if these conditions are not met.

3. Goods returns require our prior approval, regardless of whether these take place during or after the warranty period. We do not accept goods returned without our approval.

4. We must receive any items for which a warranty claim has been asserted within 4 weeks of dismantling - taking account of Item F) 3. Warranty expires for any items returned at a later time.

The sender shall pay for transport costs. If defective parts are returned, the full item number and type, as well as the delivery date, must be provided and/or shown by presenting a delivery note, invoice or similar, because these can only be processed as part of the warranty claim.

5. In warranty cases, we must in any case be informed before repairs start. In all cases, we make the decision whether repairs are to take place on site or whether the device is to be sent in. Once the warranty case has been clarified, the costs of repairs are accepted based on specified service rates. Driving and travel costs are not reimbursed.

6. Any further claims for changes or reductions only apply if our warranty fails. We are only liable for subsequent or secondary damage in the event of gross fault; liability shall be limited to the damage foreseeable at the time of concluding the contract.

### **G) Electronic equipment ordinance**

We hereby point out with reference to the Ordinance regarding used electronic equipment (ElektroaltgeräteVO) that our devices are exclusively suitable for commercial use. As a result, these devices cannot be returned.

### **H) Place of performance, Jurisdiction**

1. The supplier's registered office is the place of performance for all liabilities resulting from the contract.

2. Straubing is the jurisdiction for both parties, if the buyer is a businessman in the sense of the German Commercial Code (HGB).