



GENERAL TERMS AND CONDITIONS

§ 1 General

These General Terms and Conditions shall govern the present transaction and all future business transactions relating to our contracts and orders of sales and services. We herewith contradict the General Terms and Conditions of the buyer. At the latest with the receipt of our goods and services or when placing the order, these General Terms and Conditions are deemed to be accepted by the buyer. Any additional or different Terms and Conditions will be only active with our written order confirmation; this is especially presumed for agreements done by word of mouth or by telephone as well as supplementary agreements and commitments entered with or by representatives, travelling salespeople or other employees.

§ 2 Offers and Prices

- (1) Offers are always subject to change. The order will only be effective by a written order confirmation or by delivery.
- (2) All our prices are quoted ex works plus the costs for packing, cargo and insurance. The legal value-added tax which is valid on the delivery day will be added to all prices. The indicated prices are only valid for the particular order; repeat orders are presumed to be new orders.
- (3) We reserve the right to adjust our prices appropriately in the event of cost increases for wages, material or other which will affect prices for the sales products, transport, delivery or service until the order has been executed.

§ 3 Shipping and Risk assumption

- (1) Shipping takes place at buyer's option from our location or ex works of the manufacturer at buyer's expenses and risk. This also applies for cases of possible reshipments which are not caused by a legitimate claim. In case of reshipment the buyer has to take the same kind of shipping as it has been for the delivery. The buyer has to provide adequate insurance.
- (2) When requested by the buyer, we insure all our deliveries at a reasonable extra charge which will be invoiced to the buyer. A claim on an insurance benefit can only be made, if a transport insurance has been commissioned and the damage has been reported without delay at the post office in charge or to the freight carrier and the according insurance benefit is confirmed.

§ 4 Fulfilment of the Delivery

We strive to deliver as quickly as possible. Terms of delivery will be kept as a matter of principle, unless the contractual timely delivery will be unacceptable due to impediments which are unpredictable and through no fault of our own. This applies especially in such cases, when the deliveries of our pre-suppliers at home and abroad are missing, without us being responsible for the situation, as well as other circumstances, which are beyond our control. They absolve us from the obligation of delivery for the duration of the obstruction or its aftereffects. Partial deliveries are allowed in a reasonable volume.

§ 5 Terms of payment

- (1) Payment of goods is to be made of our choice on account against prepayment or cash on delivery. Cash on delivery payment is only possible for delivery in Germany. We reserve the right to accept or to exclude certain payment methods in particular cases.
- (2) For payment by prepayment, the customer commits to pay the additional charge after conclusion of the contract without delay, for cash payment on delivery the customer commits to pay the purchase price on delivery of the goods.
- (3) Debit entries and cheques are only deemed to be a payment with value setting. Notifications of defect do not entitle the buyer to an offset or retention.

- (4) On exceeding the date of payment we are entitled to charge an accrued interest amounting to 5 % above the respective bank rate p.a. set by the Deutsche Bundesbank.

§ 6 Reservation of title

- (1) The delivery of our goods is subject to reservation of title until the receipt of all payments which refer to the business connection with the buyer. The reservation of title also applies to the approved balance as far as we book claims against the buyer as open accounts (subject to current account).
- (2) In case of noncontractual behaviour of the buyer, especially delay of payment, we are entitled to take back the delivery item; the buyer is bound to hand over the delivery items.
- (3) Before the transfer of title, a pledging, transfer of ownership as security on debt, further processing or modifications are not permitted without our explicit agreement.

§ 7 Guarantee

- (1) The guarantee begins on transfer of risk. Claims because of non-conformity of the goods, wrong delivery and quantity variance have to be claimed in written form without delay, but at the latest 8 days after receipt of the goods, as far as it could be assessed by reasonable checks. The same applies to hidden faults in the same manner as mentioned before from the time they could be detected. For the rest the legal regulations apply.
- (2) In case of founded claims we will repair the goods or deliver a replacement at our own choice. If the repair or the replacement delivery fails in the legal sense, the buyer can demand a markdown of the purchase price.
- (3) The commitment for the repair of a defect or a replacement presumes that the buyer pays the complete purchase price. Our guarantee commitments expire, if the delivered goods are handled improperly. Optionally provided instruction manuals must be paid attention to. All guarantee services by us expire, if repairs or any other interventions are carried out by the buyer or a third party without our explicit agreement. No guarantee claims can be asserted for damages on goods, which are the result of using our products.
- (4) The buyer acknowledges that the compact heating systems (object of contract) by the contractor have been designed for 1,800 hours at full load per annum. The contractor does not assume any guarantee or warranty for improper or non-dedicated use.

§ 8 Claim for damages

For damages other than injury to life, body and health we are only liable, as far as they were caused by our acting with intent or gross negligence or in case of culpable breach of an essential contractual obligation through ourselves or our statutory representatives. Any further liability on compensation for damages is excluded. The regulations of the product liability act remain unaffected.

§ 9 Jurisdiction and applicable law

All disputes of this legal relationship are subject to the law of the Federal Republic of Germany. The validity of the International sales law is excluded. If the parties to the contract are merchants, the court is responsible, where we have the registered office of our company, unless there is a reason for an exclusive jurisdiction for the dispute.

§ 10 Severability clause

If one of the provisions of this contract should be or become ineffective or not enforceable, this shall not affect the validity of the remainder of the contract.