

# Ventos Lüftungstechnik GmbH

## General Terms & Conditions of Sale (T&Cs)

### 1. Scope of application

All contracts / contractual offers and acceptances for deliveries and services by Ventos Lüftungstechnik GmbH are based on these general terms and conditions of sale. They also apply to all future business relationships / contracts without further express reference. Deviations, changes and additions require our expressed written confirmation.

### 2. Contract content

Order confirmations and their changes and additions must be in writing. Order confirmations sent by data transmission and computer printouts are also valid without a signature.

In any case, verbal declarations require confirmation in the aforementioned form.

Subsequent changes require our expressed written consent, including in the context of call orders / framework agreements. If the ordered goods have already been produced or are in production, a change is excluded. In this case, the customer remains obliged to accept the goods in accordance with the specifications laid down in the order confirmation / framework agreement.

Our catalogs and other sales documents, lists and drawings are carefully prepared. If the technical data, weight, dimensions or prices contained in these are obviously incorrect, we reserve the right to correct them later.

### 3. Prices

Our prices are ex works, including packaging and excluding insurance. We are bound by the prices for 3 months from the conclusion of the contract - date of order acceptance - beyond that we calculate the prices valid for us on the day of delivery.

In the case of unpredictable, significant increases in our costs, in particular due to an increase in material costs / raw material prices, we are entitled to adjust the prices.

### 4. Delivery

If we are not able to deliver on time, we must be granted a reasonable period of grace. Claims for damages due to delay are excluded unless we can prove that we acted with intent or gross negligence. This limitation also applies if delivery is impossible for us. The confirmed delivery dates indicate the day of dispatch.

The delivery period is extended by a reasonable period of time in the event of force majeure, measures in the context of labor disputes, in particular strikes and lockouts, as well as the occurrence of similar unforeseen obstacles outside our sphere of influence, insofar as such obstacles can be proven to have a significant influence on the completion or delivery of the delivery item.

Such a reasonable extension of the delivery periods also occurs if we do not receive delivery in good time.

If delivery becomes impossible for us due to the events described above, our obligation to perform and deliver shall lapse.

We are entitled to make partial deliveries to a reasonable extent.

### 5. Call orders

In the case of call orders, the entire quantity of goods must be accepted within one year of the order confirmation, unless a longer period has been agreed. If the entire quantity of goods is not called off within the one-year period, we are entitled to deliver and invoice the entire remainder of the goods immediately without further notice. The resulting claim is subject to the terms of payment agreed under No. 8.

### 6. Offers

We are bound to offers for 4 months.

### 7. Retention of title and assignment in advance

The delivered goods (reserved goods) remain our property until the purchase price has been completely paid, including all ancillary claims and all other claims arising from the ongoing business relationship. The pledging or security transfer of the reserved goods is not permitted without our written consent. If the goods are confiscated, the customer undertakes to immediately point out our ownership and to inform us immediately in writing.

Our retention of title entitles us to take back the goods at any time without this being seen as a withdrawal from the purchase.

The customer is entitled to resell or process the reserved goods in the ordinary course of business or to combine or mix them with other items.

In the case of processing, our retention of title to the new item in co-ownership continues in the ratio of the value of our delivery of goods to the value of the product.

In the case of connection or mixing with materials not supplied by us, we acquire co-ownership in accordance with § 947 and § 948 BGB.

The claims that the customer obtains from the resale of the reserved goods are already assigned to us. This assignment shall also apply if the goods subject to retention of title have previously been treated or processed by the customer himself or if they are resold to several customers. If the value of the security to which we are entitled exceeds our claims against the customer by more than 25%, we will release securities of our choice to the appropriate extent.

The customer may only dispose of the claims assigned to us - even in advance - with our written consent, in particular by way of the factoring transaction to a factorer.

In the event of breaches of duty on the part of the customer, in particular default in payment, we are entitled to withdraw and take back the reserved goods. The customer is obliged to surrender them. Taking back the reserved goods or asserting the retention of title alone does not require withdrawal. It also does not apply as an implied declaration of withdrawal on our part, unless we expressly declare that these actions are to be understood as withdrawal.

As long as we are the owner or co-owner of the goods subject to retention of title, the customer or buyer is obliged to insure them against fire, water and theft.

### 8. Terms of payments

Our invoices are payable within 8 days with a discount (depending on the customer) from the invoice date or within 30 days without deduction.

The deduction of discount presupposes that the customer is not culpably in arrears with his other payment obligations and the crediting of the invoice amount to our account within the agreed cash discount period.

Payment is deemed to have been made as soon as we can irrevocably dispose of the amount.

If the deadline is exceeded, we reserve the right to charge interest on arrears within the customary framework.

The customer does not have the right to withhold payments, in particular due to claims for rectification or subsequent delivery. Offsetting against our claims is only permitted with an undisputed and legally established claim.

Irrespective of any payment agreements separately agreed in individual cases, claims to which we are entitled become due immediately if circumstances arise in the person of the customer which make it no longer reasonable to adhere to the payment agreements made. This is the case if there are justified indications of a significant deterioration in the customer's financial situation, in particular if payments are stopped, checks and bills of exchange protested or default in payment if it becomes apparent that our claim to the consideration is jeopardized by the customer's lack of ability to pay.

All claims also become due if an application is made to open insolvency proceedings against the customer's assets.

If we become aware of facts that call into question the customer's creditworthiness, we are entitled to make our claims due for payment immediately, even if bills of exchange have been accepted by us.

### 9. Transfer of risk

The risk of accidental loss or accidental deterioration of our goods passes to the customer when they leave the factory. This also applies if we deliver the goods with our own vehicles or freight and packaging paid and also in cases in which we have taken on the assembly or other services.

In addition, the risk passes to the customer as soon as he defaults in acceptance after receiving our notification of readiness for dispatch.

The goods are packed with customary care. We send them to the best of our ability, but without any obligation on our part. If the shipment is delayed due to circumstances for which we are not responsible, the risk passes to the customer from the day the goods are ready for shipment.

At the request of the customer, we will insure the goods against transport damage at his expense.

### 10. Warranty

We are liable as follows for defects in the delivered goods, which we also include in the absence of promised properties:

All defects that can be proven to have arisen before the transfer of risk and can be attributed to faulty construction, unsuitable or defective material or careless manufacture will be eliminated by us. We are entitled to either deliver a replacement against return of the object complained of or to take the object back against reimbursement of the fee paid by the customer less assembly costs and other ancillary costs.

All other warranty claims, in particular claims for compensation for direct or indirect damage, are excluded.

We do not guarantee natural wear and tear or damage resulting from incorrect use or excessive stress.

Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, wear and tear, unsuitable operating resources, defective construction work or due to special external influences that are not assumed according to the contract. If the customer or third parties carry out improper repair work, there are no claims for defects for this and the resulting consequences.

Our warranty obligation only applies to the original customer and expires after 12 months calculated from the day of the transfer of risk. It presupposes that the customer has fulfilled his contractual obligations and, in particular, has paid the agreed fee, at least in the amount of an amount that corresponds to the value of the defect-free part of the delivery item.

Any defect must be reported to us immediately in writing. We must be given sufficient opportunity and, in particular, the time required to remedy the defect at our discretion. If this is refused even after a written request, our warranty obligation expires.

Furthermore, our warranty obligation expires if the delivery item is modified by persons other than us. We also provide a guarantee for repairs and spare parts to the extent mentioned.

#### **11. Liability / Compensation for damages**

The buyer / customer is expressly not released from the obligations under § 377 HGB.

Test certificates according to EN 10204 and similar certificates do not contain any assurances or guarantees.

In the case of arbitration, the testing facilities of Ventos Lüftungstechnik GmbH or the commissioned partner are authoritative.

#### **12. Property rights**

Orders based on documents and information provided to us are carried out at the customer's risk with regard to third-party property rights.

#### **13. Miscellaneous**

We are entitled to process all data about the customer within the meaning of the BDSG that we receive from the customer himself or from third parties in the context of or in connection with the business relationship.

If tools are manufactured or procured by us or on our behalf for the manufacture or treatment/processing of customer-specific goods, the tools remain our sole property in any case, even if the customer has assumed a proportionate tool cost in addition to the remuneration or as part of the remuneration.

We reserve our unrestricted ownership and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter "documents"). The documents may only be made accessible to third parties with our prior consent and must be returned immediately upon request if the order is not placed with us.

#### **14. Terms and Conditions of the Contractual Partners**

Terms and conditions of our contractual partners are only binding if we have expressly confirmed this in writing. If we remain silent on the conditions sent to us by contractual partners, this means that they have rejected by us.

#### **15. Jurisdiction and applicable law**

If the customer is a merchant, the general place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the supplier's registered office. However, the supplier is also entitled to sue at the customer's registered office.

German substantive law applies to the legal relationships in connection with this contract, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### **16. Obligation of the contract**

The contract remains binding in its remaining parts even if individual provisions are legally ineffective. This does not apply if adhering to the contract would represent unreasonable hardship for one party.