

GENERAL TERMS AND CONDITIONS OF BUSINESS



1 All agreements and offers are based on our conditions. If the customer has different conditions, which we do not expressly recognise in writing, these are not binding for us, even if we do not expressly reject them.

2 Agreed delivery periods are extended if they are not upheld due to circumstances beyond our control, such as labour disputes, storms, natural catastrophes, disruptions to traffic or other acts of force majeure, or any failure to deliver by our contractual partners which is not due to us, until the date on which it becomes possible to deliver again. Both parties can terminate the agreement in writing if the agreed delivery date is postponed by more than one month as a result of the disruption. We will inform the customer of any such disruptions immediately.

3 When heating devices are sold, we are liable for defects which are present on the date the device was transferred for a period of six months after the device being transferred, according to the following regulation:

- **The purchaser must report the defect immediately.**
- **The purchaser is entitled to a rework or a replacement delivery.**
- **If the rework or the replacement delivery fails, the purchaser is entitled to demand a reduction in payment or rescission of the contract.**
- **Any compensation claims due to defects are excluded, unless this constitutes either a claim for damages as a result of the lack of an assured characteristic or the seller**

fraudulently concealed the defect.

In addition, liability for defects is excluded if the purchaser was aware of the defect when the contract was concluded.

4 The following regulation applies regarding defective heating devices that have been rented: Our liability is restricted to defects that were present on the date of transfer or after this date due to circumstances for which we are responsible. As a result of such defects, the lessee is entitled to a reduced payment from the date on which he informs us of the defect or on which we otherwise become aware of the defect. The reduction may only be performed via a deduction from the rental fee if the conditions of our warranty have been recognised by us or via a legally valid ruling, otherwise the lessee's claim is restricted to a claim to a refund.

5 For sales and rentals, we are only liable for compensation for damages due to impossibility, delay, positive contractual violation, negligence when concluding the contract and unauthorised activities if the damage is due to wilfulness or gross negligence.

6 If heating devices are sold, these remain our property until all of the receivables from the business relationship have been fully paid. The purchaser is entitled to re-sell the heating devices owned by us as part of ordinary business operations. In this case, he already assigns to us as collateral the receivables from his customers arising from the sale, together with all of the incidental rights. The purchaser remains entitled to collect the receivable as long as he has not defaulted on any payments to us. If the value of the items which serve as collateral for us exceeds our receivables by more than 20%, the purchaser can thus demand that the collateral is released.

The risk of accidental damage or loss is transferred to the purchaser when the devices are transferred.

7 The lessee must treat the objects given to him with due care, uphold the operating instructions and observe the instructions from our installation staff. The lessee is liable for all damage to his assets, third-party assets or our property that results from a violation of this obligation.

If claims are made against us by third parties as a result, the lessee will indemnify us from this liability and provide collateral upon request.

The lessee undertakes to perform all activities from the rented item being transferred through to it being returned to the lessor, in order to prevent the rented item being lost, stolen or damaged. In particular, the lessee must observe the following rules of behaviour to prevent the item being stolen:

a) if the rented item is not used during the rental period, it must be protected from unauthorised access by third parties using suitable security activities. In this regard, suitable security activities generally constitute keeping the rented item in a locked room to which only the lessee has access.

Instead of keeping the item in a locked room, as an exception it may be sufficient to block off the construction site and to chain the rented item up or otherwise attach it to an immovable object, if, as a result of its size, weight or its necessity the item cannot be locked up at its concrete place of use in the manner set out in sentence 2.

b) During the period of work at the construction site, the lessee undertakes to put suitable activities in place to prevent the item coming into the possession of unauthorised third parties.

c) The lessee is not authorised to allow third parties to use the rented item, or to grant them possession of this item while excluding his own possession.

d) The lessee undertakes, when handing back the rented item outside the lessor's branch office, to ensure that the person collecting it is legitimate. If the collecting person is not known, this legitimisation is provided by presenting a personal ID card and the order to collect the item. The data used to identify the collecting person must be noted. In cases of doubt, the legitimisation must be checked by phone with the lessor.

The contractor is responsible for all of the rented material. In the event of loss, the current procurement value will be charged, irrespective of the present value.

8 The lessee undertakes to confirm the correctly completed assembly slips or delivery notes presented to him by signing them. The assembly slips or delivery notes signed by the lessee are relevant for settling the services provided, unless the lessee proves that these are incorrect.

9 Payments must be made immediately without deductions exclusively to our company's accounts or to our authorised recipient with a written power of attorney to receive payments. When payments are made by bank transfer or cheque, payment is only deemed to have been made when this is received in our account. In the event of a payment default, we are authorised to charge interest of the Bundesbank's discount rate plus 2% and, for the second and any further payment reminders that may be required, a fee of EUR 2.00 in each case.

10 It is not permitted to net disputed receivables or receivables that have not been legally ascertained with our claims.

11 The place of fulfilment is the respective operating facility. If the client is a full merchant (Vollkaufmann), the place of jurisdiction is the place of jurisdiction for the operating facility.

12 The lessor undertakes to collect the rented item from the operating facility within seven days after receipt of the notice concerning its release by the lessee. Through to the return of the rented item to the lessor, the lessee's obligations to perform the security activities set out in the terms of business and execution remain in place. This ends when the rented item is returned to the lessor. This does not affect the lessee's right to return the rented item to the lessor at his place of business after the release has been reported.