

General terms and conditions

AEREX HaustechnikSysteme GmbH

(for use only vis-à-vis enterprises and
legal persons under public law)

Article I: General provisions

1. The legal relations between AEREX Haustechniksysteme GmbH (hereinafter referred to as supplier) and the purchaser in connection with the deliveries and/or services of the supplier (hereinafter referred to as deliveries) are governed exclusively by these general terms and conditions. The purchaser's general terms and conditions shall only apply insofar as the supplier has expressly agreed to them in writing. The scope of deliveries shall be determined by the mutually agreed written declarations.

The supplier's offers are subject to change without notice, even if they are submitted at the request of the purchaser. In principle, a legally binding contractual relationship with the purchaser shall only exist if the supplier confirms the order in text form, which can also be done by fax, computer-written without signature or e-mail; the same shall apply to amendments or supplements to the contract. The scope, type and time of delivery shall be determined by the supplier's written order confirmation. The supplier reserves the right to make design, production and execution changes to its products. The catalogues of the supplier as well as the product presentations on the Internet are constantly revised. Illustrations and drawings contained therein are non-binding and are not part of the agreed quality. They also do not constitute a guarantee of durability or quality.

2. The supplier reserves all of its existing rights to cost estimates, drawings, models, software, data of any kind and storage form and other documents (hereinafter referred to as "documents"), in particular its ownership and copyright rights of use and exploitation as well as its industrial property rights without restriction. The documents may only be made accessible to third parties with the prior written consent of the supplier and must be returned to the supplier immediately upon request if the order is not placed with the supplier. Sentences 1 and 2 shall apply mutatis mutandis to the purchaser's documents; these may, however, be made accessible to third parties to whom the supplier has permissibly assigned deliveries.

3. The purchaser shall have the non-exclusive right to use standard software and firmware with the agreed performance features in unchanged form on the agreed devices. The purchaser may make a backup copy of the standard software without express agreement.

4. Partial deliveries shall be permissible insofar as they are reasonable for the purchaser.

5. Call-off orders shall be called off and accepted in good time and in agreed partial quantities. In the case of call-off orders without agreement on terms, production batch sizes and acceptance dates, the supplier can demand a binding specification of these at the latest 3 months after order confirmation. If the purchaser does not comply with this request within 3 weeks, the supplier shall be entitled to set a two-week grace period and, after its fruitless expiry, to withdraw from the contract or refuse delivery and claim damages. If the contractual quantity is exceeded by the individual call-offs, the supplier shall be entitled, but not obliged, to deliver the excess quantity. The supplier may charge the excess quantity at the prices valid at the time of the call-off or delivery. The entire quantity ordered

in the call-off order shall in any case be accepted and paid for by the purchaser 18 months after the order, unless otherwise agreed.

6. The term "claims for damages" in these GTC also includes claims for reimbursement of futile expenses.

Article II: Prices, terms of payment and set-off

1. Prices are quoted in Euro ex works excluding packaging plus the applicable statutory value added tax.

2. If the supplier has assumed the installation or assembly and unless otherwise agreed, the purchaser shall bear all necessary incidental costs such as travel and transport costs as well as allowances in addition to the agreed remuneration.

3. Surcharges and recalculations regarding the agreed remuneration are permissible if circumstances, such as increases in material costs, wages or energy costs, increases in public charges, etc., force the supplier to apply them and the delivery or service is to take place later than 4 months after conclusion of the contract. In the case of other price increases, the purchaser has a right of withdrawal in the event that the list price has risen much more sharply than the general cost of living. Deliveries from follow-up orders which take place after the time of a price change shall be invoiced at new prices, without the purchaser having the right to withdraw from the contract.

4. Payments are to be made within 10 days free paying agent of the supplier.

5. The purchaser may only set off such claims which are recognised, undisputed or have been legally established.

6. In the event of default in payment by the purchaser, the statutory provisions shall apply, including the right of the supplier to claim default interest at a rate of 9 percentage points above the base interest rate as well as the flat-rate dunning charge of € 40.

Article III: Reservation of title

1. The objects of the deliveries (reserved goods) shall remain the property of the supplier until all claims to which the supplier is entitled against the purchaser under the business relationship have been satisfied. The purchaser must treat all reserved goods with care and adequately insure them at its own expense against theft, destruction and damage. If the value of all security rights to which the supplier is entitled exceeds the amount of all secured claims by more than 20%, the supplier shall release a corresponding part of the security rights at the purchaser's request; the supplier shall be entitled to choose between different security rights when releasing the security rights.

2. For the duration of the reservation of title, the purchaser shall be prohibited from pledging the goods or assigning them as security and resale shall only be permitted to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or

makes the reservation that ownership shall not pass to the customer until the customer has fulfilled its payment obligations.

3. If the purchaser resells reserved goods, it hereby assigns its future claims from the resale against its customers with all ancillary rights - including any balance claims - to the supplier by way of security, without any further special declarations being required. If the reserved goods are resold together with other items without an individual price having been agreed for the reserved goods, the purchaser shall assign to the supplier that part of the total price claim which corresponds to the price of the reserved goods invoiced by the supplier.

4. a) The purchaser is permitted to process the reserved goods or to mix or combine them with other objects. The processing takes place for the supplier. The purchaser shall store the new item created in this way for the supplier with the diligence of a prudent businessman. The new item shall be deemed to be reserved goods.

b) Supplier and purchaser hereby agree that in the event of combination or mixing with other items not belonging to the supplier, the supplier shall in any case be entitled to co-ownership of the new item in the amount of the proportion resulting from the ratio of the value of the combined or mixed reserved goods to the value of the remaining goods at the time of combination or mixing. The new item shall be deemed to be reserved goods in this respect.

c) The regulation on the assignment of claims according to No. 3 shall also apply to the new item. However, the assignment shall only apply up to the amount corresponding to the value of the processed, combined or mixed reserved goods invoiced by the supplier.

d) If the purchaser combines the reserved goods with real estate or movable property, it shall also assign to the supplier as security, without requiring any further special declarations, its claim to which it is entitled as remuneration for the combination with all ancillary rights in the amount of the ratio of the value of the combined reserved goods to the other combined goods at the time of the combination.

5. Until revoked, the purchaser shall be entitled to collect assigned claims from the resale. In the event of an important reason, in particular default in payment, cessation of payments, opening of insolvency proceedings, protest of a bill of exchange or justified reasons for assuming over-indebtedness or impending insolvency of the purchaser, the supplier shall be entitled to revoke the purchaser's authorisation to collect amounts. In addition, the supplier may, after prior warning and subject to a reasonable period of notice, disclose the assignment by way of security, utilize the assigned claims and demand that the purchaser discloses the assignment by way of security to the customer.

6. In the event of seizures, confiscations or other dispositions or interventions by third parties, the purchaser shall notify the supplier immediately. If a legitimate interest is substantiated, the purchaser must immediately provide the supplier with the information required to assert its rights against the customer and hand over the necessary documents.

7. In the event of breaches of duty on the part of the purchaser, in particular default in payment, the supplier shall be entitled to rescind the contract in addition to taking back the retained goods after expiry of a reasonable deadline set for the purchaser; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The purchaser shall be obliged to surrender the goods.

The taking back or assertion of the reservation of title or the seizure of the reserved goods by the supplier does not constitute a withdrawal from the contract, unless the supplier has expressly declared this.

Article IV: Deadlines for deliveries; delays

1. The observance of deadlines for deliveries requires the timely receipt of all documents to be supplied by the purchaser, necessary approvals and releases, in particular of plans, as well as the observance of the agreed terms of payment and other obligations by the purchaser. If these conditions are not fulfilled in time, the deadlines shall be extended accordingly; this shall not apply if the supplier is responsible for the delay.
2. If non-compliance with the deadlines is due to a) force majeure, e.g. mobilization, war, acts of terrorism, riots or similar events (e.g. strike, lockout), b) virus and other attacks by third parties on the supplier's IT system, insofar as these were carried out despite observance of the care customary in protective measures, c) obstacles due to German, US American and other applicable national, EU or international regulations of foreign trade law or due to other circumstances for which the supplier is not responsible, or d) late or improper delivery to the supplier, the deadlines shall be extended accordingly.
3. The purchaser shall be obliged, at the supplier's request, to declare within a reasonable period of time whether it will withdraw from the contract due to the delay in delivery or insist on delivery.
4. If dispatch or delivery is delayed by more than one month after notification of readiness for dispatch at the request of the purchaser or if the purchaser is in default of acceptance, the purchaser may be charged storage charges of 0.5% of the price (excluding VAT) of the stored items of the deliveries, but no more than a total of 5%, for each additional month commenced. The contracting parties shall be at liberty to prove higher or lower storage costs.

Article V: Transfer of risk

1. The risk shall pass to the purchaser as follows, even in the case of carriage paid delivery:
 - a) in the case of delivery without installation or assembly, if it has been dispatched or collected. If the purchaser does not expressly object, the supplier shall insure the delivery against the usual transport risks, theft, loss, breakage, fire and water damage;
 - b) in the case of delivery with installation or assembly, on the day of acceptance in its own works or, if agreed, after successful trial operation.
2. If dispatch, delivery, commencement, performance of installation or assembly, acceptance in the purchaser's own works or trial operation is delayed for reasons which the purchaser is responsible for or if the purchaser is in default of acceptance for other reasons, the risk shall pass to the purchaser.

Article VI: Material defects

The supplier shall be liable for material defects as follows:

1. All those parts or services which show a material defect shall be repaired, replaced or provided again free of charge at the supplier's discretion, provided that the cause of the defect already existed at the time of the transfer of risk.
2. Claims for subsequent performance shall be subject to a limitation period of 12 months from the statutory commencement of the limitation period; the same shall apply to withdrawal and reduction. This period shall not apply: - insofar as the law pursuant to § 438 para. 1 no. 2 (buildings and items for buildings) and § 634a para. 1 no. 2 (construction defects) BGB [German Civil Code] prescribes longer periods, - in the case of intent, - in the case of fraudulent concealment of the defect, and - in the case of non-compliance with a quality guarantee. Claims for reimbursement of expenses on the part of the purchaser pursuant to § 445a BGB (recourse of the seller) shall also lapse 12 months after the statutory commencement of the limitation period, provided that the last contract in the supply chain is not a sale of consumer goods. The statutory provisions on suspension of expiry, suspension and recommencement of the periods shall remain unaffected.
3. Notifications of defects by the purchaser must be made immediately in writing.
4. In the case of claims for defects, payments by the purchaser may be withheld to an extent which is in reasonable proportion to the material defects which have occurred. The purchaser has no right of retention if its claims for defects have lapsed. If the notification of defects is unjustified, the supplier shall be entitled to demand reimbursement of the expenses incurred from the purchaser.
5. The supplier shall be given the opportunity of supplementary performance within a reasonable period of time.
6. If the supplementary performance fails, the purchaser may withdraw from the contract or reduce the remuneration, notwithstanding any claims for damages pursuant to No. 10.
7. Claims for defects shall not exist in the event of insignificant deviations from the agreed quality, in the event of insignificant impairment of usability, in the event of natural wear and tear or damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain, unsuitable equipment, defective construction work, unsuitable building ground or as a result of special external influences not assumed under the contract, as well as in the event of non-reproducible software errors. If improper modifications, installation/removal or repair work is carried out by the purchaser or by third parties, no claims for defects shall exist for these and the consequences arising therefrom either.
8. Claims of the purchaser for expenses incurred for the purpose of supplementary performance shall be excluded to the extent that such expenses are increased because the subject matter of delivery has subsequently been moved to a location other than the purchaser's place of business, unless such move is in accordance with its intended use. This shall apply mutatis mutandis to the purchaser's claims for reimbursement of expenses pursuant to § 445a BGB (recourse of the seller), provided that the last contract in the supply chain is not a sale of consumer goods.

9. Recourse claims of the purchaser against the supplier according to § 445a BGB (recourse of the seller) shall only exist insofar as the purchaser has not made any agreements with its purchaser exceeding the statutory claims for defects.

10. Claims for damages of the purchaser due to a material defect shall be excluded. This shall not apply in the event of fraudulent concealment of the defect, non-compliance with a guarantee of quality, injury to life, limb or health and in the event of an intentional or grossly negligent breach of duty by the supplier. A change in the burden of proof to the disadvantage of the purchaser is not associated with the above provisions. Any further claims of the purchaser due to a material defect or claims other than those regulated in Art. VI shall be excluded.

11. The purchaser may not refuse acceptance of deliveries due to insignificant defects.

Article VII: Industrial property rights and copyrights; defects of title

1. Unless otherwise agreed, the supplier shall be obliged to effect delivery only in the country of the place of delivery without infringement of industrial property rights and copyrights of third parties (hereinafter referred to as "property rights"). If a third party asserts justified claims against the purchaser on account of the infringement of property rights by deliveries made by the supplier and used in accordance with the contract, the supplier shall be liable to the purchaser within the period specified in Art. VI No. 2 as follows:

a) The supplier shall, at its discretion and at its expense, either obtain a right of use for the deliveries concerned, modify them so that the property right is not infringed, or replace them. If this is not possible for the supplier under reasonable conditions, the purchaser shall be entitled to the statutory rights of rescission or reduction.

b) The supplier's obligation to pay damages shall be governed by Art. X.

c) The aforementioned obligations of the supplier shall only apply if the purchaser immediately notifies the supplier in writing of the claims asserted by the third party, does not acknowledge an infringement and leaves all defensive measures and settlement negotiations to the discretion of the supplier. If the purchaser ceases to use the delivery in order to mitigate damages or for other important reasons, it shall be obliged to inform the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.

2. Claims of the purchaser shall be excluded, as far as it is responsible for the infringement of property rights.

3. Claims of the purchaser shall be further excluded if the infringement of property rights is caused by special specifications of the purchaser, by an application not foreseeable by the supplier or by the delivery being modified by the purchaser or being used together with products not supplied by the supplier.

4. In the event of infringements of property rights, the provisions of Art. VI No. 4, 5, 8 and 9 shall apply accordingly to the claims of the purchaser regulated in No. 1a).

5. In the event of other defects of title, the provisions of Art. VI shall apply accordingly.

6. Further claims of the purchaser or claims other than those regulated in Art. VII against the supplier and its vicarious agents on account of a defect of title shall be excluded.

Article VIII: Compliance reservation

1. The performance of the contract shall be subject to the proviso that there are no obstacles due to German, US-American or other applicable national, EU or international regulations of foreign trade law as well as no embargos or other sanctions.

The same shall apply if necessary export licences are not granted or cannot be used.

2. The purchaser shall be obliged to provide all information and documents required for the export, transfer or import.

Article IX: Impossibility; adaptation of the contract

If delivery is impossible, the purchaser shall be entitled to claim damages, unless the supplier is not responsible for the impossibility. However, the purchaser's claim for damages shall be limited to 10% of the value of that part of the delivery which cannot be used for its intended purpose due to the impossibility. This limitation shall not apply in cases of liability based on intent, gross negligence or injury to life, limb or health; this shall not entail a change in the burden of proof to the detriment of the purchaser. The purchaser's right to withdraw from the contract shall remain unaffected.

Article X: Other claims for damages

1. Unless otherwise regulated in these general terms and conditions, claims for damages on the part of the purchaser, irrespective of the legal basis, in particular due to breach of duties arising from the contractual obligation and tort, shall be excluded.

2. This shall not apply insofar as liability is as follows: a) in accordance with the Product Liability Act, b) in the event of intent, c) in the event of gross negligence on the part of owners, legal representatives or executives, d) in the event of fraudulent intent, e) in the event of non-compliance with an assumed guarantee, f) on account of culpable injury to life, limb or health or g) on account of culpable breach of material contractual obligations. The claim for damages for the violation of material contractual obligations shall, however, be limited to the foreseeable damage typical for the contract, unless another of the aforementioned cases exists.

3. A change in the burden of proof to the detriment of the purchaser shall not be associated with the above provisions.

Article XI: Final provisions

1. Place of performance and jurisdiction for both parties to the contract shall be D-78056 Villingen-Schwenningen. The supplier shall also be entitled to sue the purchaser at its general place of jurisdiction.
2. The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the supplier and the purchaser. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
3. Should individual provisions of these terms and conditions and the contractual provisions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be reinterpreted in such a way that the legal and economic purpose intended with them is achieved. The same shall apply if a gap in the contract which needs to be filled becomes apparent during execution of the contract. The contracting parties undertake to replace the invalid provisions immediately by legally effective agreements or to close the contractual gap.
4. The data of the purchaser shall be stored by us within the scope of the purpose of the contractual relationship.

As at August 2019

Supplement to the general terms and conditions of business of AEREX HaustechnikSysteme GmbH for the delivery of software:

1. Scope of application of the software clause

(a) This software clause shall apply exclusively to the provision of standard software for a limited or unlimited period of time, which is provided for use as part of or in connection with a delivery of the associated hardware (hereinafter referred to as "software"), as well as to the entire delivery, insofar as a breach of duty or a failure to perform is due to the software. For the rest, the general terms and conditions shall apply exclusively to the hardware.

(b) Firmware is not "software" within the meaning of this software clause.

(c) Insofar as this software clause does not contain any provisions, the GTC shall apply.

(d) With this software clause, the supplier does not assume any obligation to provide services. These shall require a separate agreement.

2. Documentation

In addition to Article I No. 2 GTC, the following applies: The provision of documentation shall require a separate written agreement. If a documentation is provided, the term "software" in the following shall also include the documentation.

3. Rights of use

(a) The supplier shall grant the purchaser the non-exclusive right to use the software. Unless otherwise agreed, the right of use shall apply in the country of the place of delivery of the hardware. The right of use shall be limited to the agreed period; in the absence of such an agreement, the right of use shall be unlimited in time.

(b) The software shall be provided exclusively in machine-readable form (object code).

(c) The purchaser may only make one copy of the software which may only be used for backup purposes (backup copy).

(d) Except in the cases of § 69e of the German Copyright Act (decompilation), the purchaser shall not be entitled to modify, reverse engineer, translate or remove parts of the software. The purchaser may not remove alphanumeric or other identifiers from the data carriers and shall transfer them unchanged to each backup copy.

4. Transfer of risk

In addition to Article V GTC, the following shall apply: If software is provided by means of electronic communication media (e.g. via the Internet), the risk shall pass when the software leaves the supplier's sphere of influence (e.g. when downloading).

5. Further obligations of the purchaser to cooperate and liability

The purchaser shall take all necessary and reasonable measures to prevent or limit damage caused by the software. In particular, the purchaser shall ensure that programs and data are backed up on a regular basis. If the purchaser culpably violates this obligation, the supplier shall not be liable for any consequences arising therefrom, in particular not for the replacement of lost or damaged data or programs. A change in the burden of proof shall not be associated with the above provision.

6. Material defects

For software provided for an unlimited period of time, the following shall apply instead of Article VI of the general terms and conditions:

(a) The limitation period for claims due to material defects in the software shall be 12 months. This shall not apply insofar as the law prescribes longer periods pursuant to §§ 438 para. 1 no. 2 (buildings and items for buildings), 479 para. 1 (right of recourse) and 634a para. 1 no. 2 (construction defects) of the German Civil Code (BGB), as well as in cases of culpable injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty on the part of the supplier, in the event of fraudulent concealment of the defect and in the event of non-compliance with a quality guarantee. The period shall commence at the time of the transfer of risk. The statutory provisions on suspension of expiry, suspension and recommencement of the periods shall remain unaffected.

(b) Only reproducible deviations from the specification proven by the purchaser shall be deemed to be material defects in the software. However, a material defect shall not be deemed to exist if it does not occur in the version of the software last handed over to the purchaser and its use is reasonable for the purchaser.

(c) Notifications of defects by the purchaser shall be made immediately in writing. The defect and the corresponding data processing environment shall be described as precisely as possible.

(d) Warranty claims shall not exist

- in case of only insignificant deviations from the agreed quality,
- in the event of only insignificant impairment of usability,
- in case of damage resulting from faulty or negligent handling,
- in the event of damage resulting from particular external influences which are not assumed under the contract,
- for changes or extensions made by the purchaser or by third parties and the resulting consequences,
- for the fact that the software provided is compatible with the data processing environment used by the purchaser.

(e) If the software has a material defect, the supplier shall first be given the opportunity to remedy the defect within a reasonable period of time. The supplier shall be entitled to choose between the types of supplementary performance.