



Ventilatoren – Apparatebau

General Terms of Business of Ventapp GmbH,
hereinafter called Ventapp

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General Terms of Business of Ventapp GmbH

I. General

1.

These conditions, as well as any separately agreed contractual arrangements are the basis for all deliveries and services of VENTAPP. Acceptance of an order does not mean that the customer's differing Terms of Purchase become part of the contract.

A contract is concluded only when VENTAPP accepts an order in writing.

2.

VENTAPP retains property rights and copyrights to samples, cost estimates, drawings and similar information - including in electronic format.

They may not be made accessible to third parties. VENTAPP commits not to disclose information and documents that the customer has designated as confidential to third parties without the customer's consent.

II. Price and payment

1.

Prices apply from VENTAPP's delivering plant, including loading at VENTAPP's delivering plant, but not including packaging and unloading at the intended destination, plus VAT in the applicable legal amount.

2.

Payment must be made without delay by the customer to the specific account named by VENTAPP, as follows:

1/3 net amount immediately after VENTAPP sends the order confirmation,

1/3 net amount as soon as VENTAPP notifies the customer that the main portions are ready for shipping, and the rest within 30 days net after transfer of risk.

3.

The customer has the right to withhold payment or to offset them with guarantee claims only to the extent that his counterclaims are undisputed or have been determined to be legally binding.



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III. Delivery period, delivery

1.

The delivery period can be found in the agreements of the contractual parties. Compliance with these delivery periods on the part of VENTAPP requires that all commercial and technical questions between the contractual parties have first been clarified by mutual accord and that the customer has performed all its obligations, e.g. furnishing official certificates or approvals or making a down payment. If this is not the case, then the delivery period is extended appropriately. This does not apply if VENTAPP is responsible for the delay.

2.

Compliance with delivery periods is conditional on correct, timely deliveries to VENTAPP.

3.

The delivery period has been observed if the delivered item has left VENTAPP's delivering plant by its expiration or if notice has been given of readiness for shipping. If an acceptance must take place - unless acceptance is refused with justification - the acceptance date is decisive, or alternatively the notification of readiness for acceptance.

4.

If shipping or acceptance of the delivered item is delayed for reasons attributable to the customer, then the customer will be billed for the costs accruing due to the delay, starting one month after notification of readiness for shipping or acceptance. 5.

If non-compliance with the delivery periods can be attributed to force majeure or other events not subject to VENTAPP's influence, then the delivery period is extended accordingly. VENTAPP will notify the customer in a timely manner of the start and end of this type of circumstances.

6.

The customer can withdraw from the contract without advance notice, if it becomes impossible for VENTAPP to render the entire performance before transfer of risk. In addition to this, the customer can withdraw from the contract, if the delivery of a portion of the items ordered becomes impossible or the customer has a justified interest in refusing the partial delivery. If this is not the case, then the customer must pay the contractual price incurred for the partial delivery. The same applies to inability on the part of VENTAPP. In other respects, Section VII 2 applies. If the impossibility begins during the default of acceptance or if the customer is solely or predominantly responsible for these circumstances, then the customer is obligated to counter-performance.



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III. Delivery period, delivery

7.

If VENTAPP defaults and if this causes a demonstrable damage for the customer, then he is entitled to demand a lump-sum compensation for delay.

For each complete week of delay, the compensation comes to 0.5%, up to a maximum of 5% of the value of the portion of the total delivery that cannot be used on time or according to the contract due to the delay.

After the deadline arrives, if the customer sets a reasonable deadline for performance for VENTAPP - taking into account the cases in which the law makes exceptions - and the new deadline is not obeyed, then the customer is entitled to withdraw from the contract within the framework of the legal provisions. Additional claims based on late delivery are determined exclusively pursuant to Section VII.2 of these Terms.



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IV. Transfer of risk, acceptance inspection

1.

The risk is transferred to the customer when the delivered item has left VENTAPP's delivering plant, even if partial deliveries are being made or VENTAPP has agreed to perform additional services, e.g., shipping costs or delivery and installation. If there must be an acceptance, then it is decisive for the transfer of risk. It must be carried out without delay on the acceptance date, or alternatively after VENTAPP gives notice of readiness for acceptance. The customer may not refuse acceptance due to a non-essential defect.

2.

If shipping or acceptance is delayed or does not take place due to circumstances not attributable to VENTAPP, then the risk is transferred to the customer starting on the date of notification of readiness for shipping or acceptance. VENTAPP commits to take out any insurance policies that the customer requires at the customer's cost.

3.

Partial deliveries are allowed, as long as they are reasonable for the customer.



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V. Retention of title

1.

VENTAPP retains title to the delivered item until all of VENTAPP's outstanding claims from the business relationship including future claims are settled, even if some or all of VENTAPP's claims were incorporated into current accounts and the balance has been drawn and recognized. If the customer breaches the contract, then VENTAPP is entitled to repossess the item after giving a warning, and the customer is obligated to surrender it. Repossession or pledging of the item by VENTAPP are only considered to be withdrawal from the contract if VENTAPP declares this in writing. The customer is not permitted to pledge the item or transfer it by way of security. In the event of seizures or other third-party interventions, the customer must notify VENTAPP promptly in writing.

2.

The customer may sell the item in the ordinary course of business. At this time, he transfers to VENTAPP immediately, as security, all claims in the amount of the invoice value that he receives from the buyer or from third parties due to the sale, regardless of whether the item is sold without being processed or after processing. The customer is permitted to collect this claim even after the assignment. VENTAPP's entitlement to collect the claim itself is not affected by this. VENTAPP commits however not to collect the claims as long as the customer meets its payment obligations. VENTAPP can demand that the customer provide him with all information required to collect the claims, turn over the associated documents and notify the debtors of the assignment. If the item is resold together with other goods that are not property of VENTAPP, then the customer's claim against the buyer is assigned in the amount of the delivery price agreed between VENTAPP and the customer.

3.

Processing or modification of the item is always undertaken by the customer on behalf of VENTAPP. If the item is processed together with other items that do not belong to VENTAPP, then VENTAPP acquires co-ownership of the new item proportionately to the value of the reserved item relative to the other processed items at the time of processing. If items belonging to VENTAPP are combined with other moveable items to form a unified item and the other item must be regarded as the main item, then the customer transfers co-ownership to VENTAPP in the amount of the invoice value, to the extent that the main item belongs to him. For the items created by processing or modification, the same applies as for the reserved item. The customer stores the property or joint property for VENTAPP. VENTAPP will release the securities to which it is entitled only if their value exceeds that of the claims secured by more than 20 percent, if these claims have not yet been settled.

4.

VENTAPP is entitled to safeguard the delivered item against theft, fire, water and additional damages at the customer's cost, if the customer is demonstrated not to have taken out insurance itself.



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VI. Claims for defects

For material defects and defects in title in the delivered item, VENTAPP offers a guarantee, excluding additional claims and subject to Section VII, in the following terms:

Material defects

1.

All parts that prove to be defective as a result of a circumstance existing before transfer of risk must either be repaired or replaced, at VENTAPP's choice. Detection of this type of defect must be reported promptly in writing to VENTAPP. Replaced parts are transferred immediately into the property of VENTAPP.

2.

The customer must allow the time and occasion required to perform all repairs and replacement deliveries that VENTAPP deems necessary; otherwise VENTAPP is released from liability for the consequences of this. Only in urgent cases of risks for operating safety or to protect against unreasonably great damages is the customer entitled, while notifying VENTAPP immediately, to repair the defect itself or through third parties or demand compensation of the required expenses from VENTAPP.

3.

As long as the complaint proves to be justified, VENTAPP pays the costs of installation including shipping, from among the costs arising due to repair or replacement delivery. VENTAPP pays the costs of dismantling and installation, as well as the costs of any required provision of necessary fitters and assistance, including travel costs, as long as this constitutes no disproportionate burden for VENTAPP.

4.

Pursuant to legal provisions, the customer has a right to withdraw from the contract if VENTAPP - taking into account the cases in which the law makes exceptions - has allowed a reasonable deadline that the customer has set for it for repair or replacement delivery due to material defect to expire without results. If there is an insignificant defect, then the customer is entitled only to a reduction of the contractual price. The right to reduction of the contractual price is excluded in other cases. Additional claims are determined pursuant to Section VII.2 of these Terms.

No guarantee is granted, especially in the following cases:

- Improper or unintended use, defective assembly or Commissioning by the customer or third parties
- Natural wear and tear, defective or negligent handling
- Incorrect maintenance
- Inappropriate operating materials, defective construction work, unsuitable building site, chemical, electrochemical or electric influences - to the extent that these are not attributable to VENTAPP.
- If repairs are carried out in an improper manner by the customer or by a third party, then there is no liability for the consequences derived from this. The same applies to modifications made to the delivered item by the customer without prior consent from VENTAPP



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Defects in title

1

If the use of the delivered item leads to infringement of industrial property rights or copyrights in Germany, then VENTAPP, as a rule, will procure the right to use for the customer at its own cost or modify the delivered item in a manner reasonable for the customer so that the infringement of rights is eliminated. If this is not possible under economically reasonable conditions or in an appropriate period, then the customer is entitled to withdraw from the contract. If the aforementioned requirements are met, then VENTAPP also is entitled to withdraw from the contract. In addition to this VENTAPP will indemnify the customer against any claims that are undisputed or are determined to be legally binding that have been lodged by the affected holders of rights.

2.

Subject to Section VII.2, the obligations of VENTAPP set forth in Section VI.5 are conclusive in the event of infringement of intellectual property rights and copyrights.

These obligations exist only if:

- The customer informs VENTAPP promptly of claims due to infringements of protective rights and copy rights.
- The customer supports VENTAPP to a reasonable extent in the defence against the claims asserted, or VENTAPP makes it possible to perform the modifications pursuant to Section VI.5.
- VENTAPP reserves the right to adopt any measures of defence including out-of-court settlements.
- The defect in title is not based on the customer's instructions,
- The infringement of rights was not caused by the customer's unauthorized modification of the delivered item or use in a manner not intended under the contract.



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VII. Liability

1.

If the delivered item cannot be used by the customer as intended in the contract due to the fault of VENTAPP as a result of failure to perform or defective performance of suggestions or confirmations made before or after conclusion of the contract or due to breach of other subsidiary obligations derived from the contract - especially instructions for operation or maintenance of the delivered item, then the provisions of Sections VI and VII.2 apply accordingly and further claims by the customer are excluded.

2.

For damages that have not occurred in the delivered item itself, VENTAPP is liable, regardless of the legal basis, only:

- In the case of intent,
- In the case of gross negligence of the proprietor / of the management bodies or of management employees
- In the case of culpable injury to life, body or health.
- For defects that VENTAPP conceals deceptively or defects that VENTAPP has guaranteed would not be present
- For defects in the delivered item, to the extent that there is liability pursuant to the German Product Liability Act for personal injury or material damages to items for private use.

In the case of culpable infringement of essential contractual obligations, VENTAPP is also liable for gross negligence of non-management employees and for slight negligence. In the latter case, this is limited to reasonably foreseeable damages typical for this type of contract.

Additional claims are excluded.



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VIII. Time-barring

All of the customer's claims - regardless of their legal basis - are time-barred after 12 months. For claims to compensation for damages pursuant to Section VII.2 a) to e), the legal periods apply. This also applies to defects in a structure or to delivered items that were utilized in a structure in accordance with their normal manner of use and have caused defects in the structure.

IX. Use of software

If software is included among the delivered items, then the customer is granted a non-exclusive right to use the software delivered including its documentation. It is ceded for use on the delivered item intended for this purpose. It is prohibited to use software on more than one system.

The customer may make copies of the software, or re-engineer or translate it or convert it from object code into the source code only to the legally permissible extent (§§ 69 a ff German Copyright Act - UrhG).

The customer commits not to remove manufacturer information - especially copyright notices - nor to modify them without prior express consent from VENTAPP.

All other rights to the software and documentation including the copies are retained by VENTAPP or by the software supplier. Granting sub-licenses is prohibited.

X. Applicable law /jurisdiction

1.

German law applies exclusively to all legal relationships between VENTAPP and the customer; the United Nations Convention on International Sale of Goods (CISG) is expressly excluded.

2.

The place of performance is the corporate headquarters of VENTAPP. 3.

Jurisdiction is the court competent for the corporate seat of VENTAPP. VENTAPP is entitled however to lodge a claim at the customer's main office.

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